## Releasable

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## THOMAS E.SEARS INC.

TELER NUMBER 34/0615

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER -200 CLARENDON STREET BOSTON, MASS. 02116

#### REVISED

Insurance Cover Note - No.:

SD8019(C)/UQA0065

Renewal Of: SD5023(C)/UMA0223
This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London. England.

ASSURED: Monsanto Company, Et Al

800 North Lindbergh Boulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$5,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$5,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$5,000,000 as indicated above but only to pay the xcess of:

- The limits of applicable underlying insurance as set forth in the attached schedule (See Endorsement No. 2), or
- \$100,000 Ultimate Net Loss in respect of each occurrence.

TO: April 1, 1986 PERIOD: FROM: April 1, 1983 Both Days 12:01 A.M. Standard Time for Fidelity: \$15,000 FREMIUM: \$1,950,000 (For 100% of Plus 3 Year Flat Charge for Fidelity: \$15,000 (payable 1/3 annually) see Endorsement No. 15 Cover) payable as indica-Plus 3 Year Flat Charge for Marines \$75,000 ted on Endorsement No. 3 (payable 1/3 annually) see Endorgoment No. 20 Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

Radioactive Contamination Exclusion Clause-Liability-Direct NMA1477 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) NMA1256

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (iss) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this R4 12th January

THOMAS E. SEARS, INC.

By Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

## NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—CIRECT (BROAD) (Appeared by Lloyd's Underwriters' Fire and Yan-Marine Association)

(Approved by Lloyd's Underwriver' Fire and Inn. Marine Association

For attachment to insurances of the following classifications in the U.S.A., its

Territories and Possessions, Puerto Rico and the Canad Lovie.—

Orners, Landlord's and Tenants Liability, Contractual Liability. Elevator

Liability, Orners or Contractors uncluding rationaly Protective Liability,

Municatures and Contractors Liability, Product Liability, Professional and

Maipractice Liability, Storeksepers Liability, Garage Liability, Automobile

Liability (including Massachments Motor Vehicle or Garage Liability).

10th Liability (including Massachments to which the Nuclear Incident Exclusion Clause

Liability (Direct (Limital) applies.

- Liability-Direct (Limited) applies.

#### This policy

Leability—Direct (Limited) applies.

1. Uniter any Liability Coverage, to injury, sickness, disease, death or destruction couless energy liability policy musted by Nuclear Recorp Liability Information Association, Mutual Atomic Energy Liability Underwiterative Information Association, Mutual Atomic Energy Liability Underwiterative Information Association of Canada, or would be an insured under any such policy but for its translations, upon assessation of its limit of liability; or the resulting from the hearsdose properties of suclear material and with respect to which (1) any person or organization is required to maintain financial protection puryuant to the Atomic Europy Act of 1834, or any law ampediatory thereof, or (2) the insured is, or had this policy not been insufered would be estities to indemnity from the Curte, States of America, or any agency thereof, or (2) the insured is, or had this policy not been insufered and thereof thereof under any septement cuttred into by the United States of America, or any agency thereof, or law and the present or organization.

17. Under any Medical Expressed Coverate, or under any Supplementary Payment Principol reliability and arming out of the operation of a nuclear material and arming out of the operation of a nuclear discription of nuclear material and arming out of the operation of a nuclear facility of a present of operation of an insured in the munices material (1) is as any nuclear facility owned by, or operated by or oseshalf of, as assured or (2) has been discharded or dispersed therefrom (b) the nuclear material is contained in spent fuel or waste at any time presenced landled, used, processed, sured, transported or dispersed therefrom the payment of an insured or proposed to processed and the processed and the operation or use of any nuclear facility, but if such facility is located within the United States of Americal in this endorsement:

19. As used in this endorsement:

19. As used in this endorsement.

20. As used in this endorsement of proposed to t

235 or any combination thereof, or more than 250 grams of uranium 235, (d) any structure, beain, exceptation, premises or place prepared or used for the sources or disposal of wasts, and includes the site on which any of the forecome in located, all operations conducted on such site and all previses used for such operations: "sucher research" means any apparatus desirmed or used to sustain sucher fishing in a self-supporting chair research to contain a critical mass of fishinable material.

With respect to injury to be destruction of property, the world "injury" or "gestruction" includes all forms of radicactive contamination of property. It is understood and agreed that, except as specifically provided in the foregoing to the centrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

of the Policy to which it is attached.

"Norm:—As respects policies which afford liability coverages and other forms of coverage in addition, the words understood should be amended to designate the liability covernice to which this clause is to apply.

Printed at Lierd's London. England. 17/3/88

N.M.A. 1256

#### U.S.A.

RADIOASTIVE CONTAMINATION EXCLUSION SLAUGS—LIABILITY—SIREST (Approved by Liope's Underwriters' Fire and Jon-Marine Association

For attachment (in addition to the appropriate Husbar Incident Business Clause-Liability-Direct) to liability incurances afording worldwide coverage.

In relation to Hability arising outside the U.S.A., its Territories or Possessions, Pacto Ricc or the Canal Seas, this Policy does not cover any liability of whatsoever nature directly or indirectly easest by or contestigued to by or entries from ionising relations or contestigued by rediscontivity from any nuclear fuel or from any nuclear waste from the combustion of contestions.

12/2/64 N.M.A. 1477

## THOMAS E-SEARS -INC-

(Chief Pears Lineauxy)

(Approved by Linys's Underwriters' Hun-Marine Association)

(Approved by Linys's Underwriters' Hun-Marine Association)

(I) It is involvy understood and append by the Association and Underwriters that, as repeated any linkflay and attend in any measures' white the Association of any julies ventures, or expensions of any julies ventures, co-marine, julies lineau, julies operation agreement of particularly (breaksafter called " Julies Vanney ") is which the Association of any intermediate for the product of the particular of Underwriters under the Policy shall be limited to the product of 10 Mp particularly intermed of the Association is the particular of the Association in the Policy. Where the particular hands of the Association is the particular of the Association is not and first the particular to have all Julies Ventures in any out forth in writing the particular to her ask in which would be incommed by the particular of the Julies Venture, and Julies Venture, and forth to associate of the Julies Venture, and forth to associate of the Indian of the sold Julies Venture.

(2) It is further understood and approad thes, where any underlying insurance(s) have been residented in the further, of Underwriters under the Policy, as limited by particularly in associated in any underlying insurances(s) and (b) the limits of any underlying insuran

#### **ENDORSEMENT**

Endorsement No	54

In consideration of a Return Premium of \$8,662.50, it is understood and agreed that effective July 22, 1985, the Schedule of Underlying Insurance shown on Endorsement No. 48 is amended to read as follows:

- IV. WATERCRAFT LIABILITY as respects owned and leased barges

  Protection and Indemnity \$50,000,000 any one occurrence
- XI. WATER QUALITY INSURANCE SYNDICATE

  Section 8 \$50,000,000 any one occurrence

All other policy conditions remain unchanged.	}
Attached to and forming part of ,	#DEG19(C)/UQAGGE5 of th
.,	THOMAS E. SEARS, INC.
THOMAS E. SEARS, Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET	
BOSTON, MASS, 02116	

#### **ENDORSEMENT**

· .	
	53
Endorsement No.	

Notwithstanding anything contained herein to the contrary, the following amendments are hereby made to this Insurance:

## Effective April 1, 1984

- 1. Endorsement No. 13 as respects Polyamide Intermediates, Limited is cancelled
- 2. Endorsement No. 16, Barges P394A and P394B as respects Southern Terminal and Transport Company and Bouston National Bank is cancelled.

All other policy conditions remain unchanged.	SD8019(C)/DQA0065	:
Attached to and forming part of		
••••••	BY:	
THOMAS E SEARE, Inc. JOHN HANGOCK TOWER 205 CLARENDON STREET BOSTON, MASS, 02115		

#### **ENDORSEMENT**

Endorsement No.	52

It is hereby understood and agreed that with effect from the inception date of this policy where the Named Assured has knowledge as at or prior to the inception date of any annual policy period hereon with regard to any claims, situations or circumstances which have arisen and or occurred in the past or which may arise and or occur in the future with respect to seepage, pollution and/or contamination from:

- (A) Any land and/or water site and/or facility owned, leased and/or operated by the Assured and used for the disposal and/or dumping of industrial waste materials.
- (B) Any operation provided by and/or on behalf of the Assured for the disposal, dumping an/or removal of industrial waste materials.

this policy will not cover with respect to operations described in (A) and (B) above:

- (1) Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- (3) Fine, penalties, punitive or exemplary damages with respect to (1) and (2) above.
- (4) Any cost or expense associated with (1) (2) or (3) above.

All other policy conditions remain unchanged.	SD0019(C)/UQA0065	
Attached to and forming part of		
	THOMAS E. SEARS, INC. BY:	
THOMAS E SEARC INC. JOHN HANGOCK TOWER 200 CLARENDON STREET BOSTON, MASE, 02116	·	· · · · · · · · · · · · · · · · · · ·

## **ENDORSEMENT**

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It is hereby understood and screed that effective July 22, 1985, Item VI of the Schedule of Underlying Insurance shown on Phdorsement No. 48 is amended to read as follows:

## VI. Aviation Legal Liability (Worldwide)

\$200,000,000 Combined Ringle Limit including Owned, Won-Owned, a Rired

All other policy conditions remain unchanged.	8D8019(C)/DQA0065	
Attached to and forming part of	VARIOUS COMPANIES THOMAS W. SEARS, INC.	
	BY:	
THOMAS E SEARS. Ms. JOHN MANCOCK TOWER 205 CLARENDON STREET		

## **ENDORSEMENT**

It is hereby understood and agreed that effective April 1, 1985, Endorsement No. 20 is cancelled and replaced with the following:

In consideration of an additional premium of \$30,000, it is hereby understood and agreed that this Policy is extended to cover liability in respect of Charterers P & I coverage listed in the Schedule of Underlying Insurance shown on Endorsement No. 48.

All other policy conditions remain unchanged.		
Attached to and forming pert of	SD6019(C)/DQA0065	of the
	VARIOUS COMPANIES THOMAS E. SEARS, INC.	
THOMAS E, SEARS, Inc. JOHN HANGOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116	······································	

#### **ENDORSEMENT**

Endorsement	No.		u	<b>9</b>		_
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It is hereby understood and agreed that effective April 1, 1985, Endorsement No. 3 is replaced with the following:

Nothwithstanding anything contained herein to the contrary in Condition A of the attached wording, it is hereby agreed that the premium for this policy is \$850,000 due and payable April 1, 1985.

This premium is applicable to 100% of the limits of liability stated in this policy.

Ail other policy conditions remain unchang	ed.	
Attached to and forming part of	8D8019(C)/UQA0065	of the
	VARIOUS COMPANIES	
***************************************	THOHAS E. SEARS, INC.	••••••
THOMAS E. SEARS, Inc.	BY:	
JOHN HANGOCK TOWER 200 CLARENDON STREET - ROSTON MARK MILE		

#### ENDORSEMENT

		Endorsement No.		4		
OTRABROM	COMPANY		(Page	1	of	5

Effective April 1, 1985, the Schedule of Underlying Insurance is amended to read as follows:

#### SCHEDULE OF UNDERLYING INSURANCES

- I. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY INA Except for Pisher Controls International Inc (U.S.A. and Canada) Fisher Controls Company of Canada, Limited & Monsanto Canada, Inc.
  - (a) Joint Venture Liability as respects Monsanto, limited to Monsanto's percentage interest in Joint Venture, i.e. percent of \$2,000,000 not less than \$1,000,000
  - (b) Limits as respects all other coverages:

#### Occurrence

\$2,000,000 each occurrence - Automobile

Bodily Injury and Property Damage

\$2,000,000 each occurrence - Except Automobile

CSL

#### Aggregate

\$5,000,000 in the aggregate annually as respects Products/Completed Operations - Bodily Injury and Property Damage (CSL)

\$5,000,000 in the aggregate annually as respects Bodily Injury and Property Damage (CSL) other than resulting from Products/Completed Operations, Automobile, and other aggregates listed below

\$2,000,000 in the aggregate annually as respects Personal Injury

\$2,000,000 in the aggregate annually as respects Malpractice Injury

\$2,000,000 in the aggregate annually as respects Property Damage separately for (A) through (B) below and separately for each project away from premises in (A) below:

All other policy conditions remain unchanged	
Attached to and forming part of	SD8019(C)/UQA0065
-	VARIOUS COMPANIES TROMAS B. SEARS, INC.
	BX:
THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 200 CLARENOON STREET BOSTON. MARS. 02116	,

#### **ENDORSEMENT**

Endorsement No. (Page 2 of 5) Independent Contractors, etc. (A) (8) Contractual other than incidental contract Employee Benefits Liability \$2,000,000 each employee ) self-insured \$2,000,000 in the aggregate annually) EMPLOYERS LIABILITY AS RESPECTS ACCIDENT AND EMPLOYERS LIABILITY AS II. RESPECTS OCCUPATIONAL DISEASE Coverage B - U.S. \$1,000,000 any one occurrence \$1,000,000 in the aggregate annually per State Policy as respects Occupational Disease (6 Policies) ADVERTISING LIABILITY (Worldwide) III. \$1,000,000 (Self-Insured) WATERCRAFT LIABILITY as respects owned and leased barges Protection and Indemnity - \$5,000,000 any one occurrence FOREIGN INSURANCE - COMPRESENSIVE GENERAL AND AUTOMOBILE LIABILITY (Subject to normal local policy conditions) - Various Minimum limits equivalent: General Liability Bodily Injury Property Damage U.S. \$500,000/\$500,000 U.S. \$500,000/\$500,000 Auto Liability Bodily Injury T.S. #250,000/\$300,000 Property Damage U.S. \$500,000 or limits actually carried, whichever is greater AVIATION LEGAL LIABILITY (Worldwide) \$10,000,000 Combined Single Limit including Owned, Non-Owned, & Hired All other policy conditions remain unchanged. VARIOUS COMPANIES THOMAS, B., SEARS, INC. THOMAS E. SEARS, Inc. JOHN HANGOCK TOWER 200 CLARENDON STREET **BOSTON, MABS, 02116** 

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#### · ENDORSEMENT

Endorsement No. 48 (Page 3 of 5)

VII. CHARTERER'S LEGAL LIABILITY IN RESPECT OF UNSPECIFIED VESSELS

\$2,000,000 any one loss Monsanto Oil Company separately insured

VIII. CHARTERER'S LEGAL LIABILITY IN RESPECT OF UNSPECIFIED VESSELS as respects Monsanto, P.L.C. and associated and affiliated companies

Underwriters at Lloyd's of London and Various Companies ъ500,000 any one loss

IX. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Assured's subsidiary Fisher Controls International, Inc. excluding Fisher Controls Company of Canada, Limited

\$1,000,000 any one occurrence \$1,000,000 in the aggregate where applicable (included in Item I above)

Combined Single Limit Bodily Injury and Property Damage

X. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Monsanto Canada Inc., and Monsanto Oils Ltd. including Fisher Controls Company of Canada, Limited

Combined Single Limit Bodily Injury and/or Property Damage CAN\$2,000,000 any one occurrence CAN\$2,000,000 annual aggregate where applicable

SUBLIMIT IN RESPECT OF FISHER CONTROLS COMPANY OF CANADA

Combined Single Limit Bodily Injury and/or Property Damage CAN\$1,000,000 any one occurrence CAN\$1,000,000 annual aggregate where applicable (included above)

XI. WATER QUALITY INSURANCE SYNDICATE

Section B - \$5,000,000 any one occurrence

All other policy conditions remain unchanged.

Attached to and forming part of SD8019(C)/UQA0065 of the VARIOUS COMPANIES
THOMAS E. SEARS, INC.
BY:

THOMAS E. BEARS. INC. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02110

#### **ENDORSEMENT**

Endorsement No. 48 (Page 4 of 5)

### XII. EXCESS WORKERS' COMPENSATION ACT - All Self-Insured States

U.S. \$1,000,000 any one occurrence except as respects Occupational Disease, where:

U.S. \$1,000,000 any one employee and in the aggregate annually per State

#### EXCESS OF:

U.S. \$ 100,000 any one employee

XIII. Oil and/or Gas Exploration, Development and Production Operations of the Assured and all operations incidental thereto

\$100,000,000

XIV. SEEPAGE, POLLUTION AND CONTAMINATION LIABILITY in respect of oil and gas operations

\$50,000,000 any one occurrence or such lesser amount as may be recoverable but in no case less than \$2,000,000 any one occurrence (Self-Insured)

- XV. Assured's 50% Interest Hydrocarbon Products Pty Limited
  - a) Umbrella (Worldwide)

A. \$4,000,000

b) General Liability and Products Liability providing difference in conditions coverage for

EXCESS OF: A. \$1,000,000

c) Products Liability

BRIWEEN A. \$1,000,000

d) Public Liability

A. \$1,000,000

and coverage afforded under Item (a) above

All other policy conditions remain unchanged.

Attached to and forming part of SDS019(C)/UQA0065 of the VARIOUS COMPANIES
THOMAS E. SEARS, INC.
BY 1

THOMAS E. SEARS. INC.
BY 2

THOMAS E. SEARS. INC.
BY 2

THOMAS E. SEARS. INC.
BY 2

#### **ENDORSEMENT**

Endorsement No. 48 (Page 5 of 5)

- XVI. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Monsanto Australia Ltd, et al
  - A. \$1,000,000 any one occurrence
  - A. \$1,000,000 annual aggregate
- XVII. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects
  Monsento PLC and subsidiary companies
  - 1,000,000 any one occurrence
  - 4 1,000,000 annual aggregate where applicable
- XVIII. OWNERS CONTROLLED EXCESS GENERAL LIABILITY (Including Employers Liability but excluding Auto)

Umbrella

\$20,000,000/\$20,000,000 excess of

Primary General Liability \$1,000,000/\$1,000,000
Or such lesser limits as may
be available, but in no
case less than limits
afforded under Item 1 of
the Schedule of Assured's
Liability.

Primary Employers Liability

\$500,000

All other policy conditions remain unchanged.	:	
Attached to and forming part of		of th
<del>-</del> '	VARIOUS COMPANIES	
	DY:	••••••••••••••••••••••••••••••••••••
THOMAS E SEARS. Inc.		•••••
JOHN HANGOCK TOWER 200 CLARENDON STREET	<i>,</i>	
BOSTON, MASS. 02116	· •	MONG 150100

#### ENDORSEMENT

Endorsement No.	47
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It is hereby understood and agreed that effective April 1, 1985, Items 1 & 2 of Endorsement No. 4 are amended to read as follows:

- 1. DEFINITION OF "NAMED ASSURED"
  - (A) Monsanto Company and/or subsidiaries and its owned and controlled companies, held directly or indirectly, as now or hereafter constituted directly its associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, a "Joint Venture" of a named assured is subject to the terms and conditions of the Joint Venture Clause forming part of this policy.

2. Monsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums and receiving of return premiums, if any.

It is further understood and agreed that effective August 19, 1983, Item 3(A) of Endorsement No. 4 is amended to read:

- The following are included as Assureds hereunder:
  - (A) "M-E II" and National Distillers and Chemical Corporation, through its Emery Industries Division, but only with respect to Liability, arising from the operations of Monsanto Company or srising from the maintenance and use of the premises at Nitro, West Virginia, but only for any insurance coverage not provided through National Distillers and Chemical Corporation under the insurance program described in the M-E II Joint Venture Agreement."

It is also understood and agreed that effective January 1, 1984, Item 3(F) of Endorsement No. 4 is deleted hereon

Attached to and forming part of SDR019(C)/UQA0065

Attached to and forming part of VARIOUS COMPANIES
THOMAS E. SEARS, INC.
BY:

THOMAS E. SEARS, Inc.
JOHN HANCOCK TOWER
208 CLARENGON STREET
SQSTON, MASS. 02116

#### ENDORSEMENT

Endorsement No.	48
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It is understood and agreed that effective April 1, 1985, Endorsement No. 18 is amended to read as follows:

This policy does not cover loss of or damage to property of the U.S. Government through nurchase or use of products delivered to the U.S. Government nursuant to contracts which contain Federal Acquisition Regulation (FAR) 52.246-23 (APR 1984) for sale of Coolanol , dielectric coolant and heat transfer media OS 45, 54, 59 dielectric heat transfer fluids, and Skydrol and MIL SPEC MIL-H-19487C fire resistant hydraulic fluids.

All other policy conditions remain uncha	nged.	
Attached to and forming part of	SD8019(C)/DOA0065	of th
	VARIOUR COMPANIES THOMAS F. SEARS, INC.	
THOMAS E SEARS, Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02118	ву,	

It is hereby understod and agreed that effective April 1, 1985, Endorsement No. 37 is cancelled and replaced with the following:

#### . **ENDORSEMENT**

		45
Endorvement	No	45

## MONSANTO COMPANY, ET AL

#### INSURED:

COMPANY		PROPORTION
United States Fire Insurance Company	1 7	20.0000%
Walbrook Insurance Company, Ltd.	24.73%)	
El Paso Insurance Company, Ltd.	10.75%)	
Dart and Kraft Insurance Company, Ltd.	18.82%)	
Louisville Insurance Company, Ltd.	8.06%)	
Ludgate Insurance Company, Ltd.	6.45%)	80.0000%
The Bermuda Fire & Marine Insurance Co., Ltd.	8.61%)	
"Winterthur" Schweizerische Versicherungs-	) ·	
Gesellschaft	10.75%)	
Mutual Reinsurance Company, Limited	9.68%)	
Compagnie Europeene d'Assurances		
Industrielles S.A.	2.15%)	

100.0000%



#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4 % from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SDS019(C)/UQA0065 of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

THOMAS E. SEARS, inc.

John Hancock Tower
200 Clerendon Street
Boaton, Mass. 02116

#### ENDORSEMENT

Endorsement	No.		4			
	,	( page	1	of	2	١

rffective April 1, 1985, it is understood and agreed that Endorsement No. 30 is cancelled and replaced as follows:

#### RECAL AS PRIMARY RIDER

It is hereby understood and agreed that in the event the Assured suffers a loss which is covered under the policies of the underlying insurance as set out in the schedule attached to this policy, the excess of which would be pavable under this policy, except for terms and conditions of this policy which are not consistent with the underlying insurances, then notwithstanding anything contained in this policy to the contrary this Policy shall be amended to follow and be subject to the terms and conditions of such underlying insurances in respect of such loss.

The foregoing shall not, however, apply to:

- (1) Any coverage given under the underlying insurances for limits less than the full limit of the said underlying policy as stated in the schedule hereto.
- (2) Any nuclear incident exclusion clause attached to this policy.
- (3) Any meetage and collution exclusion clause attached to this colicy.
- (4) Exclusion (A) of this policy.
- (5) Exclusion (E) of this policy.
- (f) Charterers Legal Liability, Protection Indemnity or Sumbershoot Liability as respects the "S.S. Edgar M. Queeny."
- (7) "Joint Ventures," which coverage shall be in accordance with the attached Joint Ventures Clause unless otherwise provided herein.

All other policy conditions remain unchanged.	
Attached to and forming part of	\$D8019(C)/NOA0065 of the
THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON MASS 62115	VARIOUS COMPANIES THOMAS E. SPARS, INC. RY:

#### **ENDORSEMENT**

Endorsement No. (Page 2 of 2)

- A) Personal Injury or Propety Damage arising out of any Pharmaceutical Product other than
  - Paw material supplied to manufacturing Chemists
  - Products manufactured by Continental Pharms 5.A. or Invitron
  - Pharma S.A. or Invitron
    3. "A.O.M.A." and "A.E.M.A."

It is further understood and agreed that the results of the Assured's operations in the fields of Life Sciences and Health Care do not constitute Pharmaceutical Products

- (9) The definition of "ultimate net loss" which shall remain in accordance with Definition 7 of the wordings of this policy.
- (10) Loss of and/or damage to leased premises.
- (11) The "Prompt Notice" provisions of this policy.
- (12) The cancellation provisions of this policy.
- (13) Claims based upon the Employee Retirement Income Security Act of 1974.

It is further understood and agreed that coverage provided by the Underlying Comprehensive General Liability Policy No. ISC1107 with Insurance Company of North America will not be further extended without obtaining agreement from Underwriters hereon. In the event of Underwriters hereon not agreeing to such further extension, coverage will be provided hereon as if such extension had not been granted.

All other policy conditions remain unchanged.	#D8019(C)/MOA0065	·	
Attached to and forming part of	THOMAS E. SEARS, INC.		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
THOMAS & SEARS, Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET	BY:	· · · · · · · · · · · · · · · · · · ·	••••
BOSTON, MASS. 02115	, ,	MONS	159195

#### ENDORSEMENT

**	43
Fodornement No.	, 5

Fffective April 1, 1985, it is understood and screed that Pndormement No. 31 is cancelled and replaced as follows:

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Policy shall not apply to:

- A) Personal Injury or Property Pamage arising out of any Pharmaceutical Product other than
  - Paw material supplied to manufacturing Chemists
  - 2. Products manufactured by Continental Pharms 5.A. or Invitron
  - 3. "A.O.M.A." and "A.F.M.A."

It is further understood and agreed that the results of the Assured's operations in the fields of Life Sciences and Realth Care do not constitute Phermaceutical Products

R) Loss of and/or damage to Leased Premises.

All other policy conditions remain	unchanged.	:
Attached to and forming part of	SD60191.C1/TION0065	
	VARIOUS COMPANIES THOMAS E. SPARS, INC.	••••••••••••••••••
THOMAS E. SEARS. INC. JOHN HANCOCK TOWER 205 CLARENDON STREET SOSTON, MASS, 02116	PY:	

## MONGANTO COMPANY, PT AS

## ENDORSEMENT

		A '	•
Endorsement	No.		

It is hereby understood and agreed that effective December 1, 1984, the following entity is added hereon as an additional assured but only as respects the contract with Fisher Controls of Canada:

Syncrude Canada, Ltd.

All other policy conditions remain unchanged.		
*Hached to and forming part of	<pre><pre><pre><pre></pre></pre></pre></pre>	of the
	Abidid Combanied	
THOMAS E. SEARS. Inc. IOMN HANGOCK TOWER IOS CLARENDON STREET BOSTON, MASS. GE118	av.	

## ENDORSEMENT

		Endorsement No.
_	_	

41

It is hereby understood and agreed that effective inception, the following condition shall not apply to liability arising from Section II, Employers Liability and Employees Liability as respects Occupational Disease and Section XV, Workers Compsation Act (all self-insured states) of the Schedule of Underlying Insurance.

- NMA 1256 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) USA
- HMA 1477 Radioactive Contamination Exclusion Clause-Liability-Direct - USA

All other policy conditions remain unchanged.		
Attached to and forming part of	SD8019(C)/UQA0065	
	VARIOUS COMPANIES THOMAS E. SEARS, INC.	- <b>(</b>
THOMAS E. SEARS. Inc. JOHN HANGOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116	BY:	

#### **ENDORSEMENT**

	40	
Endorsement No.	40	

It is hereby understood and agreed that effective July 1, 1984, Pndorsement Nos. 27 and 27A to the Underlying IMA Policy entitled "Pndorsment for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980" shall apply only as respects losses as are within the terms of such endorsements.

As respects losses within the terms of such endorsement, it is understood and agreed that the endorsement shall apply only as respects Underwriters' limit of liability as is stated in such endorsement (hereinafter "endorsed limit").

As respects the difference between such "endorsed limit" and the limit of liability stated in Ttem 2(A) of the declarations in respect of each occurrence, the endorsement shall not apply.

It is further understood and soreed that the "endorsed limit" is part of and not in eddition to the limit of liability stated in Item 2 of the declarations in respect of each occurrence.

All other policy conditions remain unchanged.	
Attached to and forming part of	SDR019(C)/0QA0065 of the
••••••	VARIOUS COMPANIES TROMAS E. SEARS, INC.
THOMAS E, SEARS, Inc. JOHN MANCOCK TOWER 205 CLARENDON STREET BOSTON, MASS, 02116	BY:

#### ENDORSEMENT

Endorsement		39
CLASTIC SOLVESTIES	77	

In consideration of the inclusion of a \$5,000,000 aggregate limit on Item No. 1 of the Schedule of Underlying Insurance as shown on Endorsement No. 34, it is understood and agreed an additional premium of \$60,000 annually is hereby charged effective April , 1984.

It is also understood and agreed that Item IX of the Schedule of Underlying Insurance shown on Endorsement No. 34 is to be effective April 1, 1983.

It is further understood and agreed that Item No. XIX of the said schedule is amended to read as follows:

XIX. OWNERS CONTROLLED EXCESS GENERAL LIABILITY (INCLUDING EMPLOYERS LIABILITY BUT EXCLUDING AUTO)

Umbrella

\$20,000,000/\$20,000,000 (Stated limits as applicable)

Excess of

General Liability Employers Liability

\$ 1,000,000/\$1,000,000 \$500,000

or such lesser limits as maybe available, but in no case less than limits afforded under Item 1 of the Schedule for Assured's liability

All other policy conditions remain unchanged.		
Attached to and forming part of	SD8019(C)/UQAQ065	····· of the
	VARIOUS COMPANIES THOMAS E. SEARS, INC.	<b>*******</b>
THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 208 CLARENCON STREET BOSTON, MASS. 02:16	BY.:	•••••

#### ENDORSEMENT

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Endorsement	Ná.		

It is hereby understood and agreed that effective inception, Thomas E. Sears, Inc., may issue certificates as agreed by Underwriters.

It is further understood and agreed that effective inception, this insurance is extended to include:

The Jones Act, Federal Railroad Employees Act, Federal Longshoreman's And Marbor Workers Act following scheduled underlying

All other policy conditions remain unchanged.		
Attached to and forming part of	ED8019(C)/UCA0045	
	VARIOUS COMPANIES THOMAS P. SEARS, INC.	: ••••••••••••••••••••••••••••••••••••
THOMAS E SEARS, Inc. JOHN HANCOCH TOWER 308 CLARENDON STREET ECSTON HASS SELIS	RYs	· · · · · · · · · · · · · · · · · · ·

# It is hereby understood and agreed that effective April 1, 1984, Endorsement No. 26 is cancelled and replaced with the following:

## **ENDORSEMENT**

(					1	ı	7	,		
Endorsement	No.	,			•	•	Ī			

## INSURED:

## MOMBANTO COMPANY, ET AL

COMPANY		PROPORTION
CHA Reinsurance of London, Limited Anoon Insurance Company (UK) Limited Folkson International Insurance Company (UK) British National Insurance Company, Ltd. Welbrook Insurance Company, Limited El Pase Insurance Company, Limited Dart and Kraft Insurance Company, Limited Louisville Insurance Company, Limited Ludgate Insurance Company, Limited	24.734) 10.754) 10.824) 8.064) 6.454)	7.89484 1.31584 3.15799 3.42109
Bermule Pire and Marine Insurance Company Limited "Winterthur" Swiss Insurance Company Mutual Reinsurance Company, Limited Compagnie Europeane d'Assurances Industrielles S.A.	8.614) 10.754) 9.684) 2.154)	84.21059
	, ,	106.00604

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium psyable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should rate steep to propose the Tax from the U.S. Government.

Attached to and forming part of

VARIOUS COMPANIES
THOMAS E. SEARS, Inc.
John Mangook Tower
200 Clarendon Street

#### ENDORSEMENT

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<b>Endorsement Ne</b>	ــــــــــ ا	36	

Notwithstanding anything contained herein to the contrary, it is understood and agreed that effective April 1, 1984, in the event that coverage is not available under Items V and XVIII, Item I(b) has been extended to include DIC and Excess Foreign Liability as follows:

GL Including Products:

BI \$500,000/\$500,000 PD \$500,000/\$500,000

Auto

BI \$250,000/\$500,000 PD \$500,000

All other policy conditions remain unchanged.		
Attached to and forming part of	8D\$019 (C) / DQA0065	. of the
	VARIOUS COMPANIES THOMAS E. SEARS, INC.	· • · · · · ·
THOMAS E SEARS, Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02115	BY.1	• • • • • •

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	-	•	u	u	-	E	м	_	м	

	76
Endorsement No.	- L

It is hereby understood and agreed that effective April 1, 1984, Exclusion (G) as shown on Endorsement No. 5 as respects foreign operations and/or Sales is deleted in its entirety and the S.I.R. as respects foreign operations is increased to \$500,000 each and every occurrence.

All other policy conditions remain unchanged.		
. ,	SD8019(C)/UQA0063	
Attached to and forming part of	******************************	of the
	VARIOUS COMPANIFS	
	Thomas. E., Sears , Inc	
	EY:	
THOMAS E, SEARS, Inc.		
JOHN HANCOCK TOWER 200 CLARENDON STREET		
BOSTON, MASS. 02116	•	

אקטראישר פרייםבייץ, דש הגן

## ENDORSEMENT

របក្សន	lytra Ir	ard agreed that effective Erril 1, 1984, the Schedusurance is amended to read as follows:
Exce	pt for F	F GENERAL LIARILITY AND AUTOMORILE LIARILITY - INA isher Controls International, Inc. and Fisher Con- ede and Monsanto Carada, Inc.
(a)	<b>Monsant</b>	enture Tiability as respects Monsanto, limited to o's percentage intrest in Joint Venture, i.e., of \$2,000,000 not less than \$1,000,000.
(b)	Limits	as respects all other coverages:
	Combine Damage	d Single Limit, Bodily Injury, and/or Property
	\$2,000,	000 each occurrence - Automobile
	\$2,000,	000 each occurrence - except Automobile
	\$5,000,	COO in the adgregate annually as respects Products/ Completed Operations - Rodily Injury and Propert Camage
	\$5,000,	000 in the addregate annually as respects Podily In- and Property Damage other than resulting from Products/Completed Operations, Automobile, and o aggregates listed below
	82,000,	000 in the aggregate annually as respects Personal Indury
	\$2,000,	100 in the aggregate annually as respects Malpractic Injury
	\$2,000,	ood in the addredate annually as respects Property F separately for (a) and (b) below and separately each project away from premises in (a) below:
	(a) In	dependent Contractors, etc.

Attached to and forming part of SDE019(C)/UCACGES of the VARIOTE COMPANIES
THOMAS E SEARS. Inc.
JOHN HANGOCK TOWER
200 CLARGHOON STREET
BOSTON, MASS. 02116

		ENDORSEN	ENT		
			Endorseme	Int No	34
					(2 out of 5)
					·
	r jouga "mnafita	Ciability			
	so,con,con mach e \$2,con,con annual				insured
II.	PUPLOYERS LIBBILITY AV	и кмвГОйвва	LIARILITY AS	<b>म्ह</b> ाश्चर	CTS CCCUPA-
	(a) Insurance Company	of Yorth An	erica - All s	tates	1
	Coverage B - U.S.	\$1,000,00 <b>0</b> \$1,000,000	in the aggre	gate	e annually per Occupational
III.	ADVESTIGING LIBELLITY	(Morldwide)			
	\$1,000,000 (Self-	Insured)		1	
IV.	WATERCRAFT LIABILITY a	s respects o	wned and leas	ed ba	rges
	Protection and In-	demnity - 35	,000,000 any	one o	ccurrence
v.	FOREIGN INSUPANCE - CO (Subject to normal loc				
	Minimum limits eq	uivalent:			
	Rodily Intury Property Damage	U.S. \$2 U.S. \$5	50,000/8500,0 00,000/8500,0		nn, ann
	or limits actually	y carried, w	hichever is o	reate	r
vI.	AVIATION LEGAL GIAPIL Subsidiaries and Mons	ITY as respe- anto Canada,	rts Monsanto <u>Ltd. (Morld</u> w	Compa 14e)	my, its 0.5.
	\$10,000,000 Combi	ned Single n hired	imit includin	non	-owned and
All	other policy conditions remain unchanged.	SD5019(C)/	TOAGGE	i i	
Atte	ached to and forming part of .,				of th
					*******
TH	OMAS E. SEARS. Inc.		ambad, IAC.		
10H	in Hancock Tower Clarendon Street	,		:	
190	OSTON, MASS. 02116		•.	i i	

## MONSANTO COMPANY, PT St.

## **ENDORSEMENT**

		Endorsemen	nt No
			(3 out of 5)
ïI.	respects 'onsante Comp	ILITY IN RESPECT OF UNSP anv and its U.S. Subsidi- emicals Pty Limited, Pvd ustralia Limited	aries, and NAL,
	\$2,000,000 any one	loss Monmanto Oil & Gameseparately insure	
II.		ILITY IN RESPECT OF UNSP .C. and associated and a	
	Underwriters at Ll London and Verious	ovd's of Commanies 4500,000 any	one loss
IX.		LIAPILITY AND AUTOMOBILE midiary Fisher Controls ols of Canada	
	51,000,000 any one 51,000,000 in the amplica	addregate where Podily	ed Single Limit Infury and ty Damage
<b>X.</b>	Monsanto Canada Inc., a	IABILITY APD AUTOMOBILE of Morsanto Oils Ltd. incever, the latter carries  CANS2,000,000  CANS2,000,000	cluding Fisher
	ŕ	FISHER CONTROLS COMPANY	
	Combined Single Limit Bodily Injury and/or Property Damage		any one occurrence annual aggregate where applicable
I.	FIDELITY		
	83,000,000		
All s	other policy conditions remain unchanged.		
		Specia(c)/moscoss	of the
Atta	ehed to and forming part of	AMBIONE COMBESSES	•••
JOH 200	DEAS E. BEARS. Inc. N HANCOCK TOWER CLARENDON STREET STON, MASS. 02116	BY:	4
=0	elun, mage, ustre	•	MONS 159207

## ENDORSEMENT

	(4 out of 5)
WATER	QUALITY IMSURANCE SYNDICATE
Secti	on B - \$5,000,000 any one occurrence
EXCES	s workers' compensation act
v.s.	\$1,000,000 any one occurrence except as respects Occupational Disease, where:
	U.S. \$1,000,000 any one employee and in the aggregate annually per State
	EXCESS OF:
	U.S. \$ 100,000 any one employee
	nd/or Gas Exploration and Development Operations of the ed and all operations incidental thereto
	\$100,000,000
	GE, POLLUTION AND CONTAMINATION LIABILITY in respect of oil as operations
	\$35,000,000 any one occurrence or such lesser amount as may be recoverable but in no case less than \$2,000,000 any one occurrence (self-insured)
<b>1</b>	adle EAR Interest - Hudwaarkan Braduste Bay Ideibad

## xvi. Assured's 500 Interest - Hydrocarbon Products Pty Limited

a) Umbrella (Worldwide)

A. \$4,000,000

Endorsement No.

h) General Liability and Products Liability providing difference in conditions coverage for EXCESS OF: A. \$1,000,000

c) Products Liability

A. ST,000,000 AND/OR

A) Public Liability

A. \$1,000,000

and coverage afforded under Item a) above

All other policy conditions remain unchanged.	SD8019(C)/UQA00	65
Attached to and forming part of		
THOMAS E. SEARE, INC. JOHN HANGOCK TOWER 200 CLARENDON STREET ECETOM MASS. WILLS	ax:	

MONS 159208

34 (Revised)

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## ENDORSEMENT

Excess workfrst (Compensation Ac)  J.S. \$1,000,000 any one occurrence except as respects (Compansation Ac)  J.S. \$1,000,000 any one occurrence except as respects (Compansation Ac)  J.S. \$1,000,000 any one emplies annually per		
Excess workers' Compensation Ac  J.S. \$1,000,000 any one occurrence except as respects (ccupal pisease, where:  U.S. \$1,000,000 any one employers annually per except and all operation and Development Operations of the saured and all operations incidental thereto  \$100,000,000  \$135,000,000 any one occurrence or such lesser amount as recoverable but in no case less than \$2,000,000 any one occurrence (self-insured)  \$100,000,000 any one occurrence (self-insured)  \$100,000,000 any one occurrence (self-insured)  \$100,000 any one occurrence (self-insured)  \$100,000,000 any one occurrence or such lesser amount as recoverable but in no case less than self-insured)  \$100,000,000 any one occurrence or such lesser amount as recoverable but in no case less than self-insured)  \$100,000,000 any one occurrence or such lesser amount as recoverable but in no case less than self-insured)  \$100,000,000 any one occurrence or such lesser amount as recoverable but in no case less than self-insured)  \$100,000,000 any one occurrence or such lesser amount as recoverable but in no case less than self-insured)  \$100,000,000 any one occurrence or such lesser amount as recoverable but in no case less than self-insured)		(4 out of 5
EXCESS WORFERS' COMPENSATION AC  U.S. \$1,000,000 any one emplies in the agare annually per  EXCESS OF:  U.S. \$ 190,000 any one empl  EXCESS OF:  EXCESS OF:  U.S. \$ 190,000 any one empl  EXCESS OF:  EXCESS	Abusa Chgitum Ingulabick chile	)[Cime
Disease, where:  U.S. \$1,000,000 any one entrol in the agare annually per except and any one entrol in the agare annually per excess of:  U.S. \$1,000,000 any one employed and all operations and Development Operations of the saured and all operations incidental thereto  \$100,000,000 any one occurrence or such leaser amount as recoverable but in no case less than \$2,000,000 any one occurrence (self-insured)  Assured's 50% Interest - Hydrocarbon Products Ptv Limited (Norldwide)  D) General Liability and Products Excess Of:  Liability providing difference in conditions coverage for A. \$1,000,000  Products Liability  A. \$1,000,000	Section R - 95,000,000 any c	one occurrence
Disease, where:  U.S. \$1,000,000 any one empling the aggree annually per annually per excess of:  U.S. \$ 100,000 any one emplies and all operations and Development Operations of the aggree and all operations incidental thereto  \$100,000,000 and COMMANIMATION LIABILITY in respect of and gas operations  \$35,000,000 any one occurrence or such lesser amount as recoverable but in no case less than \$2,000,000 any one occurrence (self-insured)  Assured's 50% Interest - Hydrocarbon Products Ptv Limited  (a) Umbrella (Norldwide)  (b) General Liability and Products  Liability providing difference in conditions coverage for  (c) Products Liability  A. \$1,000,000  A. \$1	EXCESS WORFERS COMPENSATION	1 AcT
EXCESS OF:  U.S. \$ 100,000 any one employed and personal thereto  Signatured and all operations incidental thereto  Signator, Polithmion and Commandation thereto  Signator, Polithmion		ret
U.S. \$ 100,000 any one employed and all aperations incidental thereto  Side,000,000 SERPACE, POLLIMION AND CONTAMINATION LIABILITY in respect of and gas operations  \$35,000,000 any one occurrence or such lesser amount as recoverable but in no case less than \$2,000,000 any one occurrence (self-insured)  Assured's 50% Interest - Hydrocarbon Products Ptv Limited  (a) Umbrella (Norldwide)  (b) General Liability and Products  Liability providing difference in conditions coverage for  (c) Products Liability  (d) Products Liability  A. \$1,000,000		U.S. \$1,000,000 any one employ in the aggregation annually per 5
Sill and/or Gas imploration and Development Operations of the saured and all operations incidental thereto  Signature and signature and coverable to the same and the same and secure and the same and secure and the same and signature and sig	`.	EXCRSS OF:
ERPACE, POLLITION AND CONTAMINATION LIABILITY in respect of and gas operations  \$35,000,000 any one occurrence or such lesser amount as recoverable but in no case less than \$2,000,000 any one occurrence (self-insured)  Assured's 50% Interest - Hydrocarbon Products Ptv Limited  (a) Umbrella (Worldwide)  (b) General Liability and Products  Liability providing difference in conditions coverage for  (c) Products Liability  (d) Products Liability  A. \$1,000,000  A. \$1,000		U.S. \$ 100,000 any one employ
ERPACE, POLLITION AND CONTAMINATION LIABILITY in respect of and gas operations  \$35,000,000 any one occurrence or such lesser amount as recoverable but in no case less than \$2,000,000 any one occurrence (self-insured)  Assured's 50% Interest - Hydrocarbon Products Ptv Limited  (a) Umbrella (Worldwide)  (b) General Liability and Products  Liability providing difference in conditions coverage for  (c) Products Liability  (d) Products Liability  A. \$1,000,000  A. \$1,000		and House Common Open thems of the
Sign, 000,000  SERPACE, POLLIMION AND CONTAMINATION LIBRILITY in respect of and das operations  \$35,000,000 any one occurrence or such lesser amount as recoverable but in no case less than \$2,000,000 any one occurrence (self-insured)  Assured's 50% Interest - Rydrocarbon Products Ptv Limited  (Norldwide)  A. \$4,000,000  Coneral Liability and Products Liability providing difference in conditions coverage for  Products Liability  A. \$1,000,000  A. \$1,000		
Umbrella (Norldwide)  A. \$4,000,000  Coneral Liability and Products Liability providing difference in conditions coverage for  Products Liability  A. \$1,000,000  A. \$1,000	and gas operations \	
Concerned Liability and Products Liability providing difference in conditions coverage for  Products Liability  Public Liability  A. S1,000,000  A. S1,000,0	s35,000,000 any one occurrecoverable but in no ca	irrence or such lesser amount as ma
Liability providing difference in conditions coverage for  Products Liability  Public Liability  A. SI,000,000  A. SI,000  A. SI,000  A. SI,0	s35,000,000 any one occurrecoverable but in no ca \$2,000,000 any one occur	rrence or such lesser amount as ma se less than rence (self-insured)
in conditions coverage for  Products Liability  Public Liability  A. SI,000,000  A. SI,000,000  A. SI,000,000  And coverage afforded under Item A) above  Policy conditions remain unchanged.  308019(C)/F020065	s35,000,000 any one occurrecoverable but in no ca \$2,000,000 any one occur Assured's 50% Interest - Hyd	rrence or such lesser amount as ma se less than rence (self-insured) rocarbon Products Ptv Limited
Products Liability  A. S1,000,300  A. S1,000,300  A. S1,000,000  And coverage afforded under Item A) above  policy conditions remain unchanged.  308019(C)/F020065	and qas operations  \$35,000,000 any one occur recoverable but in no ca \$2,000,000 any one occur Assured's 50% Interest - Hyd a) Umbrella (Worldwide) b) General Liability and Pr	rrence or such lesser amount as masse less than rence (self-insured)  rocarbon Products Ptv Limited  A. \$4,000,000
nnd coverage afforded under Item A) above  policy conditions remain unchanged.  308019(0)/0080065	and qas operations  \$35,000,000 any one occur recoverable but in no ca \$2,000,000 any one occur Assured's 50% Interest - Hyd a) Umbrella (Worldwide) b) General Liability and Pr Liability providing diff	rrence or such lesser amount as masse less than rence (self-insured)  rocarbon Products Ptv Limited  A. \$4,000,000  oducts EXCESS OF: erence A. \$1,000,000
policy conditions remain unchanged. おりまります (の) /かつよりりもち	and qas operations  \$35,000,000 any one occur recoverable but in no ca \$2,000,000 any one occur Assured's 50% Interest - Hyd a) Umbrella (Worldwide) b) General Liability and Pr Liability providing diff	rrence or such lesser amount as maise less than rence (self-insured)  rocarbon Products Ptv Limited  A. \$4,000,000  coducts EXCESS OF: A. \$1,000,000  or  A. \$1,000,000
358019(C)/MOA0065	s35,000,000 any one occurrecoverable but in no cast s2,000,000 any one occur s2,000,000 any one occur s2,000,000 any one occur saured's 50% Interest - Hydrolla (Worldwide)  a) Umbrella (Worldwide)  b) General Liability and Probability providing difficultions coverage for conducts Liability	rrence or such lesser amount as maise less than rence (self-insured)  rocarbon Products Ptv Limited  A. \$4,000,000  coducts EXCESS OF: A. \$1,000,000  or  A. \$1,000,000
358019(C)/MOA0065	s35,000,000 any one occur recoverable but in no ca \$2,000,000 any one occur Assured's 50% Interest - Hyd  a) Umbrella (Norldwide)  b) General Liability and Pr Liability providing diff in conditions coverage 5  c) Products Liability  d) Public Liability	rrence or such lesser amount as maise less than rence (self-insured)  rocarbon Products Ptv Limited  A. \$4,000,000  COUCTS EXCESS OF: A. \$1,000,000  A. \$1,000,000  A. \$1,000,000
	sis,000,000 any one occurrecoverable but in no case,000,000 any one occurrecoverable but in no case,000,000 any one occurrectable but in no case,000,000 any one occurrectable but in conditions (Norldwide)  b) General Liability and Probability providing diffing conditions coverage for coverage for public Liability  and coverage afforded un	rrence or such lesser amount as maise less than rence (self-insured)  rocarbon Products Ptv Limited  A. \$4,000,000  COUCTS EXCESS OF: A. \$1,000,000  A. \$1,000,000  A. \$1,000,000
to and forming part of	s35,000,000 any one occurrecoverable but in no cast s2,000,000 any one occur s2,000,000 and coverage s2,000,000 and coverage afforded unit s2,000,000 any one occur s2,000,	rrence or such lesser amount as maise less than rence (self-insured)  rocarbon Products Ptv Limited  A. \$4,000,000  COLUCTS OF: A. \$1,000,000  A. \$1,000,000
VARIOUS COMPANIES	s35,000,000 any one occurrecoverable but in no cast s2,000,000 any one occur s2,000,000 and coverage s2,000,000 and coverage afforded unit s2,000,000 any one occur s2,000,	rrence or such lesser amount as maise less than rence (self-insured)  rocarbon Products Ptv Limited  A. \$4,000,000  COLUCTS OF: A. \$1,000,000  A. \$1,000,000
THOMAS T. SFARS, INC.	s35,000,000 any one occurrecoverable but in no case \$2,000,000 any one occur.  Assured's 50% Interest - Ryd  a) Umbrella (Worldwide)  b) General Liability and Providing diffications coverage 50% Products Liability  d) Public Liability  and coverage afforded unit one coverage afforded unit of coverage afforded un	rence or such lesser amount as maise less than rence (self-insured)  rocarbon Products Ptv Limited  A. \$4,000,000  EXCESS OF: A. \$1,000,000  Or Strong A. \$1,000,000

## MONEAGED COMPANY, RT AL

## ENDORSEMENT

		Endorsement No			
		(5 out of 5)			
xvII.		REILITY AND AUTOPOILE LIABILITY as lia Ltd. and subsidiary companies			
	A. \$1,000,000 any	one occurrence			
	4. \$1,000,000 anni	ual addreqate			
XVIII.	COMPRESENTIVE CENERAL CHAPILLEY AND AUTOMOBILE DISFILLING OF respect Mondanto PMC and subsidiary companies				
		one occurrence ual aggregate where applicable			
xix.	ONMERS CONTROLLED EXCESS GENERAL LIABILITY (INCLUDING PMPLOYERS LIABILITY BUT EXCLUDING AUTO)				
	Umbrella	520,000,0000/\$20,000,000			
		excess of			
	Primary GL Primary PL	\$1,000,000/s1,000,000 \$500,000			

All other policy conditions remain unchanged.							
Attached to and forming part of	SD8019(C)/ECA0065of the						
	ระชาสังโรย - ยังเรอชิพจังเล						
	THOMAS C. SEARS, INC.						
THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET	RY:						
BOSTON, MASS. 02115	i i						

## MONSANTO COMPANY

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		25	ENI	

	•	33	
Endorsement No.			

It is hereby understood and agreed that effective April 1, 1984, this coverage no longer applies with respect to Fidelity Insurance as shown on Endorsement No. 15.

All other policy conditions remain unchanged.

Attached to and forming part of SDS019 (C) /UQA0065 of the VARIOUS COMPANIES
THOMAS E. SEARS, INC.
THOMAS E. SEARS, INC.
BY:

JOHN HANCOCK TOWER 208 CLARENGON STREET SOSTON, MASS, 02116

## MONSANTO COMPANY

## ENDORSEMENT

Endorsement	Ne.	32

It is hereby understood and agreed that effective March 15, 1984, the additional Assured "Slay Bulk Terminals, Inc." is deleted hereon.

All other policy conditions remain uncha	god.
Attached to and forming part of	SD8019 (C) /DQA0065 of the
	VARIOUS COMPANIES THOMAS E. SEARS, INC.
THOMAS E. SEARS, Inc. JOHN HANCOCK TOWER 200 CLARENOON STREET	.BX #
SON CLAMENOON STREET	t .

### ENDORSEMENT

Endorsement	No.	31

Effective April 1, 1984, it is understood and agreed that Endorsement No. 6 is cancelled and replaced as follows:

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Policy shall not apply to:

- A) Personal Injury or Property Damage arising out of any Pharmaceutical Product other than raw material supplied to maufacturing Chemists "A.O.M.A.," "A.E.M.A." (also known as NED137 and Carbetimer) and Continental Pharma S.A. Belgium
- E) Loss of and/or damage to Leased Premises.

Enjo el premite y contraction

Ail other policy conditions remain unchanged.			
Attached to and forming part of	SD8019(C)/UÇA0	065	, of the
	VARIOUS COMPAN	IES	
THOMAS E. SEARS, Inc. JOHN MANCOCK TOWER 200 CLARENDON STREET SOSTON, MASS. 02116			•••••

#### ENDORSEMENT

Endorsement No.	30	
	(page 1 of	2)

Effective April 1, 1994, it is understood and agreed that Endorsement No. 1 is cancelled and replaced as follows:

## BROAD AS PRIMARY RIDER

It is hereby understood and agreed that in the event the Assured suffers a loss which is covered under the policies of the underlying insurance as set out in the schedule attached to this policy, the excess of which would be payable under this policy, except for terms and conditions of this policy which are not consistent with the underlying insurances, then notwithstanding anything contained in this policy to the contrary this Policy shall be amended to follow and be subject to the terms and conditions of such underlying insurances in respect of such loss.

The foregoing shall not, however, apply to:

- (1) Any coverage given under the underlying insurances for limits less than the full limit of the said underlying policy as stated in the schedule hereto.
- (2) Any nuclear incident exclusion clause attached to this policy.
- (3) Any seepage and pollution exclusion clause attached to this policy.
- (4) Exclusion (A) of this policy.  $\mathcal{O}^{\mathcal{O}}$
- (5) Exclusion (E) of this policy.
- (6) Charterers Legal Liability, Protection Indemnity or Bumbershoot Liability as respects the "S.S. Edgar M. Queeny."
- (7) "Joint Ventures," which coverage shall be in accordance with the attached Joint Ventures Clause unless otherwise provided herein.
- (8) Personal Injury or Property Damage arising out of any "pharmaceutical products" other than raw material supplied to manufacturing chemists "A.O.M.A.," "A.E.M.A." (also known as NFD137 and Carbetimer) and Continental Pharma S.A., Belgium.

All other policy conditions remain unchanged.				
, .	SD8019(C)/UCA0065			
	VARIOUS COMPANIES THOMAS & SEARS, INC.			
THOMAS E. SEARS. Inc. JOHN MANCOCK TOWER 209 CLARENDON STREET SOSTON, MASS. 02116	, ,			

### AA TR EYKARIOD OTFAURD

### ENDORSEMENT

Endorsement	No.			_		
		(page	2	of	2)	ı

- (7) The definition of "Littrate set loss" which shall essain in accordance with Definition 7 of the worlings of this policy.
- (10) Loss of ard/or damage to lessed premises.
- (11) The "Provet .otice" provisions of this policy.
- (12) The cancellation provisions of this policy.
- [13] Claims besed upon the Employee Fetirement Income Segurity Act of 1974
- (14) Pidelity Coverage such as is afforded hereunder shall be in accordance with Endorsement No. 15 of this coverage.

It is further understood and agreed that coverage crowided by the Underlying Comprehensive General Liability Policy Mo. 1861107 with Insurance Company of Morth America will not be further extended without obtaining agreement from Underwriters become. In the event of Underwriters become not agreeing to such further extension, coverage will be provided become as if such extension had not been granted.

All other policy conditions remain unchanged.	VARIOUS COMPANIES TEOMAS E. SEARS, INC.		
	OY:		
THOMAS E. SEARS, Inc. JOHN HANGOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02115			

### HORSAUTO COMPANY, ET AL

### **ENDORSEMENT**

_	29	()	,050	1	of	21	١
Indomenant No.			-				•

- It is understood and agreed that effective April 1, 1983, the following Items are added to the Schedule of Underlying Insurances:-
- XXI. RESPECTS RADIATION DYNAMICS, INC.
  - A) GENERAL LIABILITY, AUTONOBILE LIABILITY AND PRODUCTS LIABILITY Combined Single Limit, Redily Injury and/or Property Denoge \$500,000/8500,000
  - B) CHRRELLA LIABILITY

\$2,000,000/\$2,000,000 which is in excess of A) shove

- It has been further understood and agreed by Underwriters, that with effect from Inception, the following Part I Exclusion is added:
- C) U.K. Road Traffic Act Liability
- 1. With effect from April 22, 1983, the following entity is added horsen as an Additional Named Assured:-

"JACOB HARPS SEED CO., INC."

- It has been further understood and agreed by Underwriters, that in respect of the foregoing, the following Items are added to the Schedule of Underlying Insurances:-
- 1. GENERAL LIABILITY

Property Demage #250,000/#500,000

FIREMAN'S PUND

2. AUTOMOBILE LIABILITY

Combined Single Limit, Dedily Injury and/or Property Damege #750,000 FIRSHAM'S FUND

3. UNBRELLA LIABILITY

\$5,000,000 which is in excess of 1 and 2 above US F AMP G

All other policy conditions remain unchanged.		
Attached to and forming part of	SD6019 (C)/DQA0063	
	The state of the s	***************************************
THOMAS E. SEARS. Inc.	THOMAS R. SEARS, INC.	
JOHN HANCOCK TOWER RES CLARENDON STREET		

#### ENDORSEMENT

adamement No	29	(Page	2 of	2)
odornoment No ··	47	12.004	4 95	4

2. POR THE PERIOD JUNE 14, 1983 TO JULY 31, 1983

Item XXI B) of the Schedule of Underlying Insurances is amended to read as follows:-

- MIL. RESPECTS RADIATION DYNAMICS, INC.
  - B) UMBRELLA LIABILITY
  - \$1,500,000/\$1,500,000 which is in excess of A)
- J. With effect from July 31, 1983, Radiation Dynamics, Inc., was included in Moncanto's Primery General and Automobile Liability Policy, and effective August 1, 1983, was included in Rulti-State Employers' Liability Policy.
- 4. With effect from December 1, 1983, the following entity is added bereen as an additional Assured:-

MILL SANGEL ADSTRALIA, LIMITED 20 Bond Street, Sydney Australia

-As respects their premises which have been lessed to Fisher Controls PTT, Limited

All other policy conditions remain unchanged.			
Attached to and forming part of	ED8619(C)/UQA8663	· · · · · · · · · · · · · · · · · · ·	ihe
	VARIOUS COMPANIES	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
THOMAS E. SEARS. Inc. JOHN HANGOCK TOWER 205 CLARENDON STREET BOSTON, MASS. 03116		.,	•

## ENDORSEMENT

		28		
		40		
Endorsement	Ne.			

Effective February 13, 1984, it is agreed that T.E. Seers, Seeton is to issue a certificate as agreed by Underwriters,

Only as respects such insurance as is required to be evidenced pursuant to the Environmental Protection Agency pursuant to financial responsibility requirements as set out in 310 CMR 30.900(1), or any amendments thereto, it is understood and agreed that this policy provides coverage in an amount no less than the difference between such coverage as is provided by IMA in the amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate and a total limit of liability of \$3,000,000 per occurrence and \$6,000,000 in the aggregate exclusive of defense costs.

It is further understood and agreed that coverage as is described hereunder is a part of and not in addition to the stated limits of liability of this policy.

All other policy conditions remain unchanged.		
Attached to and forming part of	8D8019(C)/UQA0065	
-	VARIOUS COMPANIES	i.,
	THOMAS E, SEARS, INC.	f
THOMAS E. BEARD, INC. JOHN HANCOCK TOWER 200 CLARENDON STREET	77 ************************************	
BOSTON, MASS, 02116	• •	·

#### ENDORSEMENT

Endorsement	No	27	
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It is hereby understood and agreed that exclusion (b) and Endorsement No. 11 of the policy wording hereon are deleted.

It is further understood and agreed that all occurrences resulting from operations where the Assured has less than 100 percent interest (other than those specified as named assureds hereon) shall be subject to the Joint Venture Clause MGA1687.

All other policy conditions remain unchanged.

Attached to and forming part of SDS019 (C) /UQA0055 of the VARIOUS COMPANIES
THOMAS E. SEARS, INC.
THOMAS E. SEARS, INC.

SUBJOIN HANCOCK TOWER
200 CLAMENDON STREET
BOSTON. MASE 12119

#### **ENDORSEMENT**

Endorsement No. 26

INSURED:	MOMEAUTO	COMPANY,	IT	AL
----------	----------	----------	----	----

COMPANY	PROPORTION
British Mational Insurance Company, Ltd.	5.84429
CHA Reinsurance of London, Limited	5.84421
Folksen International Insurance Company (UR) Limited	2.33760
Lexington Insurance Company	5.00004
Amous Insurance Company (UR) Limited	.97409
Walbreek Insurance Company, Limited	19.78409
El Page Ingurance Company, Limited	1.6000
Dark and Eraft Insurance Company, Limited	15.45649
Louisville Insurance Company, Limited	6.44809
Ludgate Insurance Company, Limited	5.16000
Bornula Fire & Marine Insurance Company, Limited	6.88800
	3.60000
"Winterthur" Swiss Insurance Company	
Nutual Reinsurance Company, Limited	7.74400
Compagaio Europeano d'Assurances Industrielles S.A.	1.72000
<u> </u>	100.00000

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium psyable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4 % from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SD6619 (C) /UQA0065 of the

VARIOUS COMPANIES
THOMAS S. SEARS, INC.

THOMAS E. SEARS, Inc. John Hancock Tower 200 Clarendon Street Boeton, Mass. 02116 BY

"CHSAUTO COMPANY, ET AL

## **ENDORSEMENT**

It is hereby understood and squeed that effective April 14, 1983, Endorsement No. 23 is cancelled.

Attached to and forming part of SERGIPATIES
THOMAS E. SEARS, INC.
THOMAS E. SEARS, TRIC.

# ENDORSEMENT

	i .	24	
Endorsement	No.		 _
April 1		1983	

It is hereby understood and agreed that in the event the Assured does not renew with Underwriters for a further period of at least 12 months effective April 1, 1986, there is due an additional premium of 5200,000.

All other policy conditions remain unchanged.		
Attached to and forming part of	ULE019(C)/UCA0C65	of In
	VARIOUS COMPANIES	
	THOMAS E. SEARS, INC.	
THOMAS E. SEARE, Inc.	PY:	
JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02118		:
3051014	•	
		: MUNS 159222

## ENDORSEMENT

	, -		23	
Endorsement	Ne.			 
April '	1 .	198	3	

It is hereby understood and agreed that the following entities are added hereon as Additional Assureds:

British Aerospace PLC

Pritish Aerospace, Inc. (only in respect of the sale of 99125 series 700 A aircraft)

All other policy conditions remain unchanged	
Altached to and forming part of	SD8019(C)/UQA0065
	VARIOUS COMPANIES THOMAS E. SPARS, INC.
TVIGISAS II. SEARS. Inc. JOHN HANCOCK TOWER IOS CLARENDON STREET SOSTON. MASS. 63115	BY:

## **ENDORSEMENT**

Endorsemer	11 NG.	22
April	2,	1983

It is hereby understood and agreed that as respects Foreign Liability, the following entities are added hereon as additional Assureds solely in respect of contracts with W.V. Monsanto Europe S.A.:

- A) National Adhesives Corporation of Delaware, U.S.A., with Branch Office at Rue Ducale 31-1000 Brussels.
- B) Delft Mational Chemie B.V., Hoornwerk 45-75201 G.S. Butphen, Netherlands.

Subsidiaries of National Starch and Chemical Corporation

For the purpose of this contrast, National Adhesives and Delft National shall be referred to as National.

All other policy conditions remain unchanged.		
Attached to and forming part of	SD2019(C)/UCA0065	
	VARIOUS COMPANIES THOMAS E. SEARS, INC.	
THOMAS E SEARS, INS. JOHN HANCOCK TOWER 200 CLAMENDON STREET SOCTON, MASS, 02116	·· <del>···································</del>	

## ENDORSEMENT

Endorsement	Ne	21
April	1.	1983

It is hereby understood and agreed that Section P. of the Insuring Agreements is cancelled and replaced with the following:

This Policy may be cancelled only at anniversary date by Underwriters or their representative by sending by registered mail not less than 60 days prior to anniversary date notice to the Assured stating when such cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the named insured at the address shown in this Policy shall be sufficient proof of notice and the Insurance under this Policy shall end on the effective day of cancellation stated in the notice. Delivery of such written notice by the Underwriters or their representatives shall be equivalent to mailing.

If the Policy be cancelled by Underwriters the Underwriters shall retain the pro-rate portion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender a return premium with such notice. It is further understood and agreed that this Policy is non-cancellable by the Assured.

All other policy conditions remain unchanged.		
Attached to and forming part of		of the
	VARIOUS COMPANIES	
	TROMAS E. SEARS, INC.	
THOMAS & SEARS, Inc. JOHN HANCOCK TOWER	ay	
JOHN WANDON STREET BOSTON, MARE, SELIS		

#### ENDORSEMENT

	20
Endorsement Ne	·
April 1.	1981

In consideration of an additional premium of \$75,000 payable one-third annually, it is hereby understood and agreed that this Policy is extended to cover liability in respect of excess Charterers P & I, coverage listed in the Schedule of Underlying Insurance, as well as Contigent Liability in respect of Independent Contractors hauling of Acrylonitrile and as respects liability in excess of the Water Quality Insurance Syndicate coverage listed in the Schedule of Underlying Insurance.

All other policy conditions remain unchanged.		÷
Attached to and forming part of	SD8019(C)/UOA0065	of the
	VARIOUS COMPANIES	1
	THOMAS E. SEXES, YNC.	
THOMAS & SEARS. Inc.	BY:	
JOHN HANCOCK TOWER		

## ENDORSEMENT

Endorsement	No.	19
April	1	1983

It is hereby understood and agreed that the following entity is added as an additional Assured:

"LONDON LIFE INSURANCE COMPANY"
- solely in respect of their ownership of premises at
45 Cowensview Road, Cambridge, Ontario

All other policy conditions remain unchanged.		
Attached to and forming part of	SD8019(C)/UQA0065	
	VARIOUS COMPANIES	4
The second secon	THOMAS E. SEARS, INC.	: : :
THOMAS & SEARS, Inc. JOHN HANGOCK TOWER SES CLARENDON STREET BOSTON, MASS, 53116		**************************************

# ENDORSEMENT

Endorsement N	. 18
1	1007

It is understood and agreed that the following is added:

This policy does not cover loss of or damage to property of the U.S. Government through purchase or use of products delivered to the U.S. Government pursuant to contracts which contain Government Contract Provision Number 7-104.45 (1974 APR) or 7-104.45 (1979 MAR) for sale of Coolanol R Dielectric Coolant and Rest Transfer Media OS-45, 54, 59 Dielectric Heat Transfer Pluid and Skydrol Pire Resistant Hydraulic Pluid.

All other policy conditions ramain unchanges.		
Attached to and forming part of	SDA013(C)/UQA0365	of the
	VARIOUS COMPANIES	
The second secon	THOMAS Y. SEARR, INC.	P <b>y * * * * * * * * * * * * * * * * * * *</b>
	8Y (	
THOMAS E. SEARS, INC. JOHN MANCOCK TOWER ZOR CLAMENDON STREET BOSTON, MASS, 0214		

### ENDORSEMENT

Endorsement	No.	17
April	1,	1983

In connection with the inclusion of Excess Workers
Compensation in duly qualified self-insured states, it is
understood and acreed that the following wording appliess
Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that this
insurance is extended to include Worker's Compensation
Act Liability in those states where the Assured is a
duly qualified self-insurer.

It is further understood and served that as respects such coverage where the limit shown in the Schedule of Underlying Insurances is uninsured it is agreed that this insurance shall be subject to the same warranties, terms and conditions (except as regards the obligation to investigate and defend, and the amounts and limits of liability) as would have been applicable to the Assured had the Assured burchased a normal Worker's Compensation Policy in the amounts as specified in the Schedule of Underlying Insurances.

It is however understood and agreed that not later than twenty-four months from the expiry date of this insurance the Assured shall advise the Underwriters of all claims not finelly settled which are likely to result in claims under this insurance. The Underwriters may then or at any time thereafter intimate to the Assured their desire to be released from liability in respect of any one or more such claims. In such event, the Assured and the Underwriters shall mutually appoint an Actuary or Appraiser to investigate, determine, and capitalize such claim or claims and the payment by the Underwriters or their portion of the amount so ascertained to be the capitalized value of such claim or claims shall constitute a complete and final release of the Underwriters.

It is further understood and agreed that nothing contained in the foregoing extension shall be deemed to amend or alter the aggregate provisions of this insurance applicable to Occupational Disease.

All other policy conditions remain unchanged.	1	
Attended to and forming part of	SD8019(C)/UQA0065	
William to and tolume best of a second second		
	various companies	
The second secon	THOMAS E. SEARS, INC.	<b>4.4.4.4.4.4.4.</b>
	RY t	
THOMAS E. SEARE INL.		*******************
JOHN MANCOCK TOWER 200 CLARENDON STREET EDETON, MASS, 02116		

### ENDORSEMENT

Endorsement No.

April 1, 1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that rights of subrogation have been waived on Barges P394A and P394B as respects Southern Terminal and Transport Company and Houston National Bank.

Kerk erich

All other policy conditions remain unchanged

. . of the

VARIOUS COMPANIES THOMAS E. SEARS, INC.

THOMAS E. SEARS. MS. JOHN HANCOCK TOWER 208 CLAMENDON STREET BOSTON. MASS. SE116

#### ENDORSEMENT

Endorsement Ne.1.5 ( Parts 1 of 4)

April 1, 1983

In consideration of an Additional Premium of \$15,000 payable one-third annually, it is hereby understood and agreed that the following coverage forms a part of this Cover Note.

## EXCESS FIDELITY GUARANTEE - (COMMERCIAL BLANKET BOND)

1. It is hereby understood and agreed that this Policy is extended to indemnify the Assured against all such loss as the Assured may during the policy period sustain or discover that they have sustained by reason of the dishonesty of any or all of their employees, as stated in the Primary Fidelity Insurance carried on such employees and covered thereunder, THE EXCESS OF the amount or amounts of such Primary Fidelity Insurance.

PROVIDED ALWAYS TEAT this Bond is for an amount not exceeding the aggregate for all such loss the sum of \$5,000,000 and is subject to all the same terms and conditions as the said Primary Insurances, insofar as such terms and conditions do not conflict with the terms and conditions of this Bond.

?. Warranted free of all claim for losses not discovered within the periods of the policy of which this Bond forms part, and for losses sustained prior to April 1, 1983, 12:01 A.M. Standard Time (hereinafter called "the Retroactive date") but with the understanding that in the event of the cancellation, termination or expiration of this Bond as an entirety or as to any coverage or as to any employee, the Assured shall have the same period of time as provided in the Discovery Clause in the Primary Insurances following such cancellation, termination or expiration in which to discover losses which may have occurred between the date named in this warranty and the date of such cancellation, termination or expiration, provided always that such Discovery period shall not exceed three years from the date of cancellation, termination or expiration of this Bond as an entirety or as to any coverage or as to any employee, whichever shall first happen.

Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event of this Bond being immediately succeeded by a similar Bond with the Underwriters on which the Retroactive date is April 1, 1983, 12:01 A.M. Standard Time the said succeeding Bond shall be deemed to be a renewal hereof and in consequence the discovery period provided herein shall not be operative.

All other policy	conditions remain	unchanged.

Attached to and forming part of		
	VARIOUS COMPANIES THOMAS E. SEARS, INC.	
THOMAS E. SEARS, INS. JOHN HANCOCK TOWER 200 CLAMENDOM STREET BOSTON, MASS. GE116	BYT	

#### ENDORSEMENT

Endorsement No. 15(Dage 2 of 4)

April 1, 1983

- 3. It is a condition of this Bond that the Primary Insurances specified in the Schedule herein of which this Bond pays the EXCESS shall be maintained in full force and effect throughout the period of this Bond.
- Upon the discovery of any loss hereunder this Bond shall be treated as 4. reinstated so as at all time to continue in force for the sum set forth herein notwithstanding any previous loss for which the Underwriters say have paid or he liable to pay hereunder provided, however, that in no event shall the Underwriters be liable hereunder for an amount greater than \$5,000,000 on account of any one loss or series of losses caused by the fraudulent or dishonest acts of any employee or in which such employee is concerned or implicated.
- In case any reimbursement be obtained or recovery made by the Assured 5. or by the Underwriters on account of any loss covered under this Bond, the net amount of such reimbursement or recovery, after deducting the actual cost of obtaining or making the same, shall be applied to reimburse the Assured in full for that part, if any, of such loss in excess of this Rond, and the balance, if any, or the entire net reimbursement or recovery if there be no such excess loss, shall be applied to that part of such loss covered by this Bond, or, if payment shall have been made by the Underwriters to its reimbursement therefor. The Assured shall execute all necessary papers and render all assistance not pecuniary to secure unto the Underwriters the rights provided for in this paragraph. The following shall not be reimbursement or recovery within the meaning of this paragraph; suretyship, insurance or reinsurance, also security or indemnity taken from any source by or for the benefit of the Underwriters.
- 6. This Bond shall be deemed cancelled as to any Employee
  - (a) immediately upon discovery by the Assured, or if the Assured be a Corporation by any Officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee: or
  - (b) upon the effective date of the termination or cancellation of said Primary Insurances as to such Employee or as to the position filled by such Employee: or
  - (c) at 12:01 A.M. Standard Time as aforesaid upon the effective date specified in a written notice served upon the Assured or sent by a registered mail.

All other policy conditions remain unchanged.

Attached to and forming part of	SD8019(C)/UQA0065 of Inc
	THOMAS E. SEARS, INC.
THOMAS E. SEARS. INC. JOHN HANCOCK TOWER	5Y:
200 CLARENCON STREET BOSTON, MASS. 02116	,

#### ENDORSEMENT

Endorsement No. 15 (Page 3 of 4)

April 1, 1983

Such date if the notice be served shall be not less than fifteen days after such service or, if sent by registered mail, not less than twenty days after the date borne by the Sender's registry receipt.

- 7. This Bond shall be deemed cancelled as an entirety on the effective date of the termination or cancellation of the Primary Pidelity Insurance specified in the Schedule or in accordance with the provisions of the Conditions of the Policy of which this Bond forms a part.
- 8. NOTWITHSTANDING anything to the contrary contained herein, it is hereby declared and agreed that this Bond, subject to its other terms, limitations and conditions, shall extend to cover any valid claim under the Fidelity Guarantee Bond(s) carried by the Assured continuously up to and prior to April 1, 1983, 12:01 A.M. Standard Time (hereinafter called "SUPERSEDED BOND(S)") which is not recoverable thereunder owing to the expiration of the period allowed therein following expiration, cancellation or termination in which to discover losses.

In the event of the limit of liability under Soud(s) of which this Bond pays the excess, being reduced in respect of any loss also covered hereunder soley by reason or the operation of a Non-Cumulative Superseded Suretyship Rider contained therein, the Underwriters in determining the amount of loss under this Bond shall deduct only that portion, if any, remaining after such reduction.

It is further understood and agreed that the Superseded Bond(s) and this Bond shall not be cumulative in amount and in the event of a loss discovered before the expiration of the above mentioned extension period, involving both the Superseded Bond(s) and this Bond, the amount attaching to the Superseded Bond(s) shall be first paid, and then the difference, if any, between such amount and the amount of cover afforded by this Bond (but not exceeding the amount of loss occurring during the period of indemnity provided by this bond) shall be payable hereunder.

Nothing in this clause however shall be deemed to render the Underwriters liable for loss of a nature not insured under this Bond or to increase their liability in respect of any loss or series of losses beyond the amount of this Bond.

All other policy conditions remain unchanged.	SD8109(C)/UQA0065	1
Attached to and forming part of	THOMAS D CRARG THE	of the
THESEAS E. SEARS. Inc.	BY	•
JOHN MANCOCK TOWER 308 CLARENDON STREET BOSTON, MASS. 02116		

### ENDORSEMENT

15(Page 4 of 4)

April 1, 1983

This Bond is subject otherwise to the terms and conditions of the policy of which it forms pert and nothing contained herein shall operate to increase Underwriters' limit of liability of 55,000,000 in respect of any one occurrence.

## SCHEDULE OF UNDERLYING INSURANCE

TYPE OF INSURANCE

UNDERLYING LIMITS OF LIABILITY

World Wide Commercial Blanket Bond - Fidelity Insurance \$3,000,000

All other policy conditions remain unchanged	<b>,</b>		
•	808019(C)/UQAQ065	į	
Attached to and forming part of	,		of the
•	Various companies	*	
	TYOMAS S. SBARS. 11	•C.,	******
	BY:		
THOMAS E. SEARS. INS.			
JOHN HANGOCK TOWER			
200 CLAPENDON STREET			

## ENDORSEMENT

Endorsement No. --- 14(Page 1 of 2)

April 1, 1983

## EMPLOYER BENEFIT LIABILITY INFURANCE

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that this Policy is extended to indemnify the Assured in respect of all sums which the Assured shall become legally obliqued to pay on account of any claim made against the Assured and caused by any negligent act, error or omission of the Assured or any other person for whose acts the Assured is legally liable in the administration of the Assured's Employee Benefit Programs as defined herein.

The term "Assured" wherever used in this addendum shall mean the Named Assured under this Policy and any partner, executive officer, director, stockholder or employee, provided such employee is authorized to act in the administration of the Named Assured's Employee Benefit Programs.

The term "Imployee Benefit Programs" shall mean group life insurance, group accident or health insurance, pension plans, employee stock subscription plans, workmens compensation, unemployment insurance, social security, disability benefits and any other similar Employee Benefit Programs.

The term "Administration" shall mean -

- (1) Giving counsel to employees, annuitants or their representatives with respect to the Employee Benefit Programs;
- (2) Interpreting the Employee Benefit Programs;
- (3) Handling of records in connection with the Employee Benefit Programs;
- (4) Effecting enrollment of employees under the Employee Benefit Programs;
- all provided such acts authorised by the Named Assured.

All other policy conditions remain uncha	nged.	
	andate (a) (marance	
Attached to and forming part of	SDed13(C)/UQADUES	
	Various companies	
en e	THOMAS E SERRS, INC.	·····
Trigeras E. Bears. Inc. John Hangdock Tower 202 Glarendon Street Soston, Mass. 02116		
90810M. WHEEL 45110	•	MONC 150235

### **ENDORSEMENT**

Endorsement No. 14(Page 2 of 2)

April 1, 1983

This extension of coverage shall not however amply to -

- (a) any dishonest, fraudulent, criminal or malicious act
- (b) any claim for failure of performance of contract by any insurer.
- (c) any claims based upon failure of stock to produce financial gain as represented by the Assured or any employee thereof.
- (d) any loss or claim based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

For the purpose of this Addendum the term "occurrence" as used in this Policy shall mean a claim brought against the Assured during the Policy Period. If during the Policy Period the Assured shall become aware of any event which may subsequently give rise to a claim against them by reason of any negligent act, error or omission and shall during the Policy Period give written notice to the Underwriters' representative of such event, any claim which may subsequently be made against the Assured arising out of that negligent act, error or omission shall be deemed for the purpose of this Addendum to have been made during the Policy Period.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the limit in respect of each occurrence being the Underwriters' liability hereunder for any one or all claims brought against the Assured during each annual period.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Alt other policy conditions remain unchanged.				
Attached to and forming part of	\$D\$019(C)/UQA0065			
	THOMAS E. SEARS, INC.			
THOMAS E. SEARS. Inc. JOHN HANGOCK TOWER RES CLARENDON ETREET SOSTON, MASS. CE115	BY:			

## ENDORSEMENT

Endorsement	No.	13
	- 1	

April 1, 1983

Notwithstanding anything contained herein to the contrary, it is understood and agreed that insofar as coverage is available to the Assured in the Underlying Insurance as set out in the schedule attached to this insurance, the following is added to this insurance as an Additional Assured:

Polyamide Intermediates Limited (P.I.L.)

It is further understood and agreed that with respect to the foregoing, this insurance shall not apply to loss or demage to Monsanto property. It is also understood and agreed that revenue resulting from this Additional Assured shall be included in the gross revenue reported to the Underwriters for adjustment in accordance with the policy conditions.

All other policy conditions remain unchanged.		
Assessment to and forming part of	SD8019(C)/UQA0065	of th
William of the torming best or a second or	,	
	VARIOUS COMPANIES	• • • • • • • • • • • •
	THOMAS E. SEARS, INC.	
	BY:	
THOMAS E. SEARS. INC. JOHN MANCOCK TOWER		
208 CLARENCON STREET		
BOSTON, MASS. 02116		

### ENDORSEMENT

Endarsement No.	12
Anvil 1	1003

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance excludes Charterers Legal Liability, Protection and Indemnity and Bumbershoot Liability as respects the "S.S. Edgar M. Queeny".

All piner policy conditions remain unchanged.

SDS019(C)/UQA0065

Attached to and forming part of

VARIOUS COMPANIES

THOMAS R. SEARS / INC.

BY:

THOMAS E. SEARS inc.
JOHN HANCOCK TOWER
200 CLARENDON STREET
SOSTON, MASS. 0119

#### ENDORSEMENT

Endorsement No.	
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April 1, 1983

It is hereby understood and agreed that Exclusion (b) appearing on page 4 of the wording attached hereto is hereby deemed to be deleted and amended to read as follows:

b) to personal injury, property damage or advertising liability arising out of the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not designated in this policy as a hamed Assured.

AII	other	policy	conditions	remain	unchanged.
-----	-------	--------	------------	--------	------------

Attached to and forming part of SD2015 (C)/UQACC65 of the

VARIOUS COMPANIES THOMAS E. SEARS, INC. BY:

THOMAS E. SEARS. INC. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116

### ENDORSEMENT

Endorsement No.

April 1, 1983

NOTWITHSTANDING the fact that the limits shown in the Schedule of Underlying Insurances are expressed in United States Dollars, it is understood and acreed that where underlying insurance is carried in currencies other than United States Dollars, the limit required in such other currency shall be a figure which, taking into consideration any adverse difference in exchange is equivalent to not less than 90% of the United States Dollar limit shown in the Schedule of Underlying Insurances.

All other policy conditions remain unchanged.		j
Attached to and forming part of	SD8019(C)/LGAG065	al the
	VARIOUS COMPANIES THOMAS E. SEARS. INC.	
THOMAS E SEARS, inc. JOHN MANCOCK TOWER 300 CLAMENDON STREET	RYS	
BOSTON, MASS. 62116	•	

## **ENDORSEMENT**

Endorsement	No.	9	
341		1003	

It is agreed that the insurance does not apply to personal injury or property damage arising out of the discharce, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or ascane is both sudden and accidental.

All alter policy conditions remain unchanged.		
	SUBUTE (C) /UCROURS	· of the
Attached to and forming part of	VARIOUS COMPANIES	•
	•	
	AY1	
THOMAS E BEARE INC. JOHN HANCOCH TOWER 200 CLAPENDON STREET BOSTON, MASS, 02116		
		MONS 159241

#### **ENDORSEMENT**

	9		
Endorsement	Ne.		1
April	١.	19#3	

Joint Ventures. With respect to liability of the assured as a member, whether operating or otherwise, of any joint venture partnership, joint lease or joint operating agreement (herein called joint venture),

- the limit of liability stated in the declarations shall be reduced to an amount of which bears the same relationship to such 'estimated limit of liability as the assured's recentage of participation in such joint venture pears to the total percentage of all members' participation therein, and
- 2) with respect to liability assumed by the assured as a member of a joint venture, Underwriters shall not be liable for a greater share of damages arising out of each occurrence than the assured's percentage in such joint venture hears to the total percentage of all members! participation therein,

but this paragraph loss not apply to the limit of liability Jesignated in the declarations as "aggregate" or to any Jeductible amount. If the assured's percentage of participation cannot be determined by a written joint venture agreement, the assured shall be deemed to be participating no greater than aqually with all other members of such joint venture. In so event shall insolvency of any member of the joint venture increase Underwriters' liability bereunder.

All other policy conditions remain unchanged.

Attached to end forming part of

-TH019(C)/UCA0065

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VARIOUS COUPANIES
THOMAS W. SEARS, INC.

. .

THOMAS E, SEARS, ME, JOHN HANCOCK TOWER 208 CLARENDON STREET SOSTON, MASS, 02116

MONS 159242

### **ENDORSEMENT**

Endarsement	No.	7
April	١,	1983

It is understood and agreed that all claims reserve primary Comprehensive General Liability Insurers for \$1,000,000 or more are to be referred to Peterson, Ross, Schloerb & Seidel, who shall have the option to co-operate in the defense of such claims.

It is further understood and agreed that Peterson, Ross, Schloerb & Seidel will review the impairment of Primary aggregates Semi-Annually and that such review will be submitted to the Underwriters within 60 days of the close of each Semi-Annual period.

All other policy conditions remain unchanged.		!
Attached to and forming part of	ST8019(C)/UQA0065	· · · · · · · · · · · · · · · · · · ·
	VARIOUS COMPANIES THOMAS E. SEARS, INC.	······································
THOMAS & SEARS. Inc. JOHN HANCOCK TOWER RE CLARENDON STREET BOSTON, MASS, 02116	BYI	

#### ENDORSEMENT

Endorsement No. 5
April 1, 1983

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Policy shall not apply to:

- A.) Personal Indury or Property Damage arising out of any pharmaceutical Product other than raw material supplied to manufacturing Chemists and "A.O.:i.A." and "A.E.M.A.".
- B.) Loss of and/or damage to Leased Premises

See See

## ENDORSEMENT

_	1	5	
Endorbament	Ne.		
April	١,	1983	

It is further understood and egreed that except insofar as coverage is available to the Assured in the Underlying Insurances as set out in the attached Schedule, this Policy shall not apply to:-

- A.) Punitive and/or Exemplary Damages except as absolutely excluded elsewhere herein
- 5.) the Liability of Employees
- C.) Medical Malpractice
- D.) Liability resulting from Ownership, Maintenance and/or Operation of any Dock, Wharf and/or Quay facility
- E.) Liability resulting from Ownership, Operations and/or Maintenance of any railroad
- F.) Liability resulting from Watercraft in the Assured's Care, Custody or Control of
- G.) Foreign Omerations and/or Sales C. 0

ty excent as 4 35

- H.) Owned/Pon-Owned Matercraft Liability except as absolutely excluded elsewhere herein
- I.) Charterers Liability, except as absolutely excluded elsewhere herein
- J.) Personal Injury, except as absolutely exclused elsewhere herein

THOMAS E. SEARS. INc., JOHN HANCOCK TOWER 200 CLARENDON STREET SOSTON, MASS. 02110

#### ENDORSEMENT

Endorsement	No.	4
April	١.	1983

## 1. DEFINITION OF "NAMED ASSURED"

(A) Monsanto Company and/or subsidiaries, nowned and controlled companies, held directly or indirectly, as now hereafter constituted; and associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, the name of the Assured is subject to the terms and conditions of the Joint Verture Clause forming part of this policy.

- Monsanto Company is authorized to act in behalf of all interests included as Named Assureds with respect to all matters relating to insurance afforded by this insurance, including the giving and receiving of notice of cancellation, the paying of premiums and receiving of return premiums, if any.
- 3. The following are included as Assureds hereunder:
  - (A) "M-E" and Emery Industries, Inc., but only with respect to Liability arising from the oterations of Monsanto Company or 8-1-83 arising from the maintenance and use of the premises at litro West Virginia but only for any limit of insurance mreater than that specified in the Morsanto - Frery agreement.
  - (B) TOSCO Corporation but only with respect to Liability arising from the operations of Monsanto Company at plants jointly owned by Monsanto Company and TORCO Corporation at Avon, California but not for any limit of insurance greater that that specified in the Honsapto - TORCE agreement.
  - (C) Slay fulk Terminals, Ion. is included as an olditional desured hereunder but only with respect to the listility arising from the operations of Monsanto Company at Serton Street terminals, 3.16-3 and subject to the limit of insurance as specified in the Barton Street operating screenents.

Nothing contained in the foregoing shall increase uncurariters limit of liability under this policy from that shown in the declarations.

All other policy conditions remain unchanged.			
Attached to and forming part of	SU8019(C)/UQA0065		, . of th
	VARIOUS COMPANIES "THOMAS"E, SEARS, YNC."	••••	••••••
THOMAS E. SEARS. Inc. JOHN MANCOCK TOWER 200 CLARENDON STREET	BY:		••••••
SOSTON. MASS. 02116	•	MONS	159246

#### ENDORSEMENT

Endarsement	No.	3	
April	١,	1983	

Notwithstanding anything contained herein to the contrary in Condition A of the attached wording, it is hereby agreed that the premium for this policy of \$1,950,000 is due and payable in installments as follows:

Arril 1, 1983

\$650,000

Acril 1, 1044

\$650,000

April 1, 1985

\$650.000

The premiums shown shows are applicable to 100% of the limits of limbility stated in this Policy.

AH	other	oolicy	conditions	<b>TRITION</b>	unchanged.

SDE019(C)/UQABB65 of the

THOMAS E. BEARS, INC. JOHN HANCOCK TOWER 208 CLARENDON STREET BOSTON, MASS, 02116

VARIOUS COMPANIES THOMAS E. SEARB, INC.

Indorsement No. 2

#### MOMBANTO COMPANY

# SCHEDULE OF UNDERLYING INSUPANCES

- I. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY I'A Except for Fisher Controls Corporation of Delaware (U.S.A. and Canada) and Monagato Canada Limited
  - (a) Joint Venture Liability as respects Monsanto, limited to Monsanto's percentage interest in Joint Venture, i.e. percent of \$2,000,000 not less than \$1,000,000
  - (b) Limits as respects all other coverages:

## OCCUETANCE

\$2,000,000 each occurrence

Bodily Injury and Property Damage CSL

#### Aggregate

#5,000,000 in the aggregate annually as respects Products/Completed Operations - Personal Injury and Property Damage

\$2,000,000 in the addresate annually as respects Personal Injury other than resulting from Products/Completed Operations

\$2,000,000 in the addresste annually as respects Malpractica Injury

\$2,000,000 in the addresate annually as respects Property Damage separately for (A) through (B) below and separately for each project away from premises in (A) below:

- (A) Independent Contractors, etc.
- (B) Contractual other than incidental contract

but in event annual aggredate as respects (A) above is exhausted \$500,000 any one loss in respect of contracts between Assured and ACBL and Alliance Marine (self-insured) shall apply

#### Employee Penefits Liability

\$2,000,000 each employee ) self-insured \$2,000,000 in the adgregate annually)

#### Pate Tro

- II. EMPLOYERS LIABILITY AND PMPROYPER LIAFILITY AS TREPVOTS OCCUR-
  - (a) Insurance Commany of North America All States

Coverage 8 - U.S. \$1,000,000 any nee occurrence
U.S. \$1,000,000 in the symmetre annually ser
state as Easpects Occupational
Pissase

III. ADVENTIBING LIABILITY (noticulty)

\$1,000,000 (Self-Insured)

IV. MATERCHAPT CIABILITY as restacts owned and leased barres

Protection and Indomsity - \$5,000,000 any one necurrence

V. FUREIGN INSURANCE - COMPREHENSIVE SENVRAL AND AUTOMOBILE LIABILITY (Subject to normal local solicy conditions) - Various

Finioum limits ocuivelents

or limits actually carried, whichever is orester

VI. AVIATION LEGAL LIABILITY is respects because Commany, its Hack industrial and Jonsante Commiss, left, (Morlowide)

310,000,000 Combined Single Limit including consouned and rived

VII. CHAPTERER'S LEGAL LIABILITY IN PRESENT OF THEFAULTITO TERRENES IN TEMPORER MONAGEN Company and its 0.5. Substitioning, and PAL, Australian Pluctine Chemicals Pty Limited, Protection Products Pty Limited, Revines Australia Limited

\$2,000,000 any one loss Monanto Sil 6 Tem Division sensethly insured

VIII.
CHARTERER'S LEGAL LIABILITY IN PERFECT OF UNSPECTFIED VERSELS AN RESPECTA MORRANTO, P.L.C. and Resociated and affiliated communities

Underwriters at Lloyd's of L503,000 any one loss

IN. COMPRESSIVE GENERAL LIABILITY AND AUTOMOBILS LIABILITY AS recreate Assurad's subsidiary Fisher Controls Inc.

excluding Fisher Controls of Canada

51,000,000 any one occurrence \$1,000,000 in the appreciate where applicable (Provided by the wain Poneanto self-indured (reggam) Combined Single Limit Podily Indury and Property Farede

#### FASA THEMA

N. C.MPREHAMSIVE GENERAL LIBERTITY AND MITCHIRTIS LIBBLITY on respects monsanto Canada Inc., and formanto Gila Ltd. including Fisher Controls of Canada, however, the istrer carries a sun limit of:

Combined Single Limit Podity Intury and/or Property Camage CAMS2,000,000 may one occurrence CAMS2,000,000 Annual Atorecate where scrlicable

SUBLIMIT IN EXSPECT OF PIREFE CONTROLS COMPANY OF CAMADA

Commined Single Limit coully Intery and/or Property Papage

CARTI,000,000 any one occurrence CARTI,000,000 annual aggregate where applicable

MI. PIRKLITY

\$3,000,000

VII. WATER CUALITY INSURANCE SYNGICATE

weetion 8 - 15,600,000 any one recurrence

ALLIA CROSES SURERAS! COMPRESATION

U.5. 11,000,000 any one occurrence except as respects Occupational Disease, where:

w.f. [1,000,000 ary one amployee and in the appropriate annually per State

EXCRES DES

C.S. S. 100,000 any one employee

517. Il ant/or Can Emploration and revelopment Coerations of tea Secured and all operations incidental thereto.

000,000,000

WW. PROBACT, SCEEDICH AND CONTAMINATION INTRICTY in restact of mil and has operations

535,000,000 any one occurrence or such lesser amount as may be recoverable but in no case less than \$2,000,000 any one occurrence (self-iroured)

(VI. Assured's 50% Interest - Sydrocarbon Products Pty Limited

a) 'corella (Morlowide)

3. 54,700,000

 i) length Liability and Products Liability troviding Alffarence in conditions coverage for ##CTSS GP: ## 51,000,000

c) recludes Liability

1 71,330,000 Avr/01

e) Tublic Liability

A. 31,000,000

and coverage afferded under Item a) above

#### Page four

- IVII. COMPRENEUR CRUSAL FIREILITY AND AFTOMORILY LIABILITY so respects moneanto Australia fed. And aubsidiary companies
  - A. \$1,000,700 any one occurrence
  - A. 31,000,000 annual accretes
- AVITE COMPRENSERVE SPROUGH LEARLITY AND AUTOMORICE LEARLITY SE FRANCES MORESTO PLC and subsidiesy companies
  - 4 1,000,000 any one occurrence
  - & 1,000,000 annual sagregate where applicable
  - (14. COMPARENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY as respects Assistion bynamics, Inc. and subsidiary companies
    - \$ 500,000 may non necurrence
    - \$ 590,000 mnnol appreses where applicable
  - AX. UNRHELLA LIABILITY excess of 41%, showe
    - \$ 2,000,000 any one occurrence
    - \$ 2,000,000 annual angregate where applicable

#### MONSANTO COMPANY, ET AL

#### ENDORSEMENT

1(Page 1 of 2)

April 1, 1983

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1983 3 >

## BROAD AS PRIMARY RIDER

It is hereby understood and agreed that in the event the Assured suffers a loss which is covered under the policies of the underlying insurance as set out in the schedule attached to this policy, the excess of which would be payable under this policy, except for terms and conditions of this policy which are not consistent with the underlying insurances, then notwithstanding anything contained in this policy to the contrary this Policy shall be amended to follow and be subject to the terms and conditions of such underlying

The foregoing shall not, however, apply to:

insurances in respect of such loss.

- (1) Any coverage given under the underlying insurances for limits less than the full limit of the said underlying policy as stated in the schedule hereto.
- (2) Any nuclear incident exclusion clause attached to this policy.
- (3) Any second and pollution exclusion clause attached to this policy.
- (4) Exclusion (A) of this policy.
- (5) Exclusion (8) of this policy.
- (6) Charterers Lecal Liability, Protection Indemnity or Sumbershoot Liability as respects the "C.S. Edgar N. Cueenv".
- (7) "Joint Ventures", which coverage shall be in accordance with the attached Joint Ventures Clause unless otherwise provided herein.
- (6) Personal Injury or Property Durage attains out of any "pharmaceutical products" other than new material supplied to manufacturing chemists and "A.O.M.A." and "A.E.M.A."

All other policy conditions remain unchanged.	FD8019(C)/UQA0065	
Attached to and forming part of	TROMAS E. SEARS, INC.	
The second secon		
THOMAS E. SEARE, ING. JOHN HANCOCK TOWER 300 CLAMPOON STREET ARSTON MASS 2016		1

#### MONSANTO COMPANY, ET AL

#### ENDORSEMENT

Endorsement No. 1 (Page 2 of 2)

April 1, 1983

- (9) The definition of "ultimate net loss" which shall remain in accordance with definition 7 of the wordings of this policy.
- (10) Loss of and/or damage to leased premises.
- (11) The "Prompt Notice" provisions of this policy.
- (12) The carcellation provisions of this policy.
- (13) Claims based upon the Employee Retirement Income Security Act of 1974.
- (14) Fidelity Coverage such as is afforded hereunder shall he in accordance with Endorsement No. 21 of this coverage.

It is further understood and agreed that coverage provided by the Underlying Comprehensive General Liability Policy No. ISG1107 with Insurance Company of North America will not be further extended without obtaining agreement from Underwriters hereon. In the event of Underwriters hereon not agreeins to such further extension, coverage will be provided hereon as if such extension had not been granted.

All other policy conditions remain unchanged.		
Attached to and forming part of	Enau19(C)/UQA0065	
With the first Change Service Control of the Contro		<b>†</b>
	Various companies	
the state of the s	THOMAS E. SEARS, INC.	**********************
	BTI	i
THOMAS E. SEARS. Inc.		• • • • • • • • • • • • • • • • • • •
JOHN HANCOCK TOWER		
SOS CLARENDON STREET		
1828 (CIP. 1988), VII 171		

# THOMAS E-SEARS INC.

TELEPHONE 617 424-1400 TELEX NUMBER 94-0635

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, O2116

#### REVISED

Insurance Cover Note - No. :

SD8019(C)/UQA0065

Renewal Of: SD5023(C)/UMA0223

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al

800 North Lindbergh Boulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$5,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$5,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$5,000,000 as indicated above but only to pay the PAGERS of:

- .. The limits of applicable underlying insurance as set forth in the attached schedule (See Endorsement No. 2), or
- 2. \$100,000 Ultimate Net Loss in respect of each occurrence.

PERIOD: FROM: April 1, 1983

Both Days 12:01 A.M. Standard Time

Plus 3 Year Flat Charge for Pidelity: \$15,000

(payable 1/3 annually) see Endorsement No. 15

Plus 3 Year Flat Charge for Marine: \$75,000

(payable 1/3 annually) see Endorsement No. 3

(payable 1/3 annually) see Endorsement No. 3

(payable 1/3 annually) see Endorsement No. 20

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

Radioactive Contamination Exclusion Clause-Liability-Direct NMA1477 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) NMA1256

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January 19 84
THOMAS E. SEARS, INC.

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears. Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be pavable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

# THOMAS E · SEARS · INC ·

TRLEPHONE 417 424-8366 TRLEX NUMBER 94-982

# INSURANCE

FARK SQUARE BUILDING 31 ST. JAMES AVENUE BOSTON, MASS. 02116

ATTACHING TO AND FORMING PART OF POLICY NO.

# **UMBRELLA POLICY (LONDON 1971)**

Named Assured: As stated in Item 1 of the Declarations forming a part hereof

and/or subsidiary, associated, affiliated companies or owned and controlled companies, as now or hereafter constituted and of which prompt notice has been given to Underwriters (hereinafter called the "Named Assured").

#### INSURING AGREEMENTS

#### 1. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

- (a) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stock-holder, partner or employee of the Named Assured, while acting in his capacity as such,

#### for damages on account of: -

- ( i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising liability,

caused by or arising out of each occurrence happening anywhere in the world.

#### II. LIMIT OF LIABILITY --

Underwriters hereon shall only be liable for the ultimate net loss the excess of either

- (a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances,
- or (b) \$25,000 ultimate net loss in respect of each occurrence not covered by said underlying insurances.

(hereinsfter called the "underlying limits"):

and then only up to a further sum as stated in Item 2 (a) of the Declarations in all in respect of each occurrence—subject to a limit as stated in Item.2 (b) of the Declarations in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy subject to all the terms, conditions and definitions bereaf shall

- (1) in the event of reduction pay the excess of the reduced underlying limit
- (2) in the event of exhaustion continue in force as underlying insurance.

The inclusion or addition hereunder of more than one Assured shall not operate to increase Underwriters' limits of liability beyond those set forth in the Declarations.

#### THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS

#### 1. ASSURED —

The unqualified word "Assured" wherever used in this policy, includes: —

- (a) The Named Assured, and, if the Named Assured is designated in Item 1 of the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such:
- (b) any officer, director, stockholder, partner or employee of the Named Assured, while acting
  in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Assured;
- (c) any person, organization, trustee or estate to whom the Named Assured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only to the extent of such obligation and in respect of operations by or on behalf of the Named Assured or of facilities of the Named Assured;
- (d) any additional assured (not being the Named Assured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Assured under any underlying insurances as set out in attached schedule:
- (e) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured, or to any aircraft owned by or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this sub-division (e), with respect to any person or organization other than the Named Assured shall not apply—
  - to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;
  - to any manufacturer of aircraft, aircraft engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of any of the aforementional:
  - with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (e) shall not apply if it restricts the insurance granted under sub-division (d) above.
  - with respect to any non-owned automobile to any officer, director, stockholder, partner or employee of the Named Assured if such automobile is owned in full or in part by him or a member of his household;

## 2. PERSONAL INJURIES —

The term "Personal Injuries" wherever used herein means bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination, humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

#### 3. PROPERTY DAMAGE --

The term "Property Damage" wherever used herein shall mean loss of or direct damage to or destruction of tangible property (other than property owned by the Named Assured).

#### 4. ADVERTISING LIABILITY -

The term "Advertising Liability" wherever used herein shall mean:

- 1) Libel, slander or defamation;
- 2) Any infringement of copyright or of title or of slogan;
- 3) Piracy or unfair competition or idea misappropriation under an implied contract;
- 4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Assured's advertising activities.

#### 5. OCCURRENCE ---

The term "Occurrence" wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

#### 6. DAMAGES -

The term "Damages" includes damages for death and for care and loss of services resulting from personal injury and damages for loss of use of property resulting from property damage.

#### 7. ULTIMATE NET LOSS -

The term "Ultimate Net Loss" shall mean the total sum which the Assured, or his Underlying Insurers at scheduled, or both, become obligated to pay by reason of personal injuries, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Assured's or of any underlying insurers' permanent employees.

The Underwriters shall not be liable for expenses as aforesaid when such expenses are included in other valid and collectible insurance.

## 8. AUTOMOBILE ---

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

#### 9. AIRCRAFT —

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

#### 10. PRODUCTS LIABILITY -

The term "Products Liability" means

- (a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Assured or by others trading under his name (hereinafter called "the Assured's products") if the occurrence occurs after possession of such goods or products has been relinquished to others by the Assured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Assured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;
- (b) Liability arising our of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Assured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph:

(i) pick-up or delivery, except from or onto a railroad car, (ii) the maintenance of vehicles owned or used by or in behalf of the Assured, (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

#### 11. ANNUAL PERIOD -

The term "Annual Period" shall mean each consecutive period of one year commencing from the inception date of this Policy.

#### THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This Policy shall not apply: -

- (a) to any obligation for which the Assured and any company as its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Assured under contract or Agreement;
- (b) to personal injury, property damage or advertising injury arising out of the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not designated in this policy as a Named Assured;
  - (c) to claims made against the Assured;
    - (i) on account of Personal Injuries or Property Damage resulting from the failure of the Assured's products or work completed by or for the Assured to perform the function or serve the purpose intended by the Assured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any Assured; but this exclusion (i) does not apply to Personal Injuries or Property Damage resulting from the active malfunctioning of such products or work;
    - (ii) on account of Property Damage to the Assured's products arising out of such products or any part of such products;

- (iii) on account of Property Damage to work performed by or on behalf of the Assured arising out of work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (iv) for the withdrawal, inspection, repair, replacement, or loss of use of the Assured's products or work completed by or for the Assured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.
- (d) with respect to advertising activities, to claims made against the Assured for:
  - ( i) failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
  - (ii) infringement of registered trade marks, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
  - (iii) incorrect description of any article or commodity;
  - (iv) mistake in advertised price;
- (e) except in respect of occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Assured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- (f) to any liability arising out of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, creed, colour or national origin.
- Except insofar as coverage is available to the Assured in the underlying insurances as set out in the attached Schedule, this policy shall not apply:
- (g) to the liability of any Assured hereunder for assault and battery committed by or at the direction of such Assured except liability for Personal Injuries resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing Personal Injuries or Property Damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (h) with respect to any aircraft owned by the Assured except liability of the Named Assured for aircraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (i) with respect to any watercraft owned by the Assured, while away from premises owned, rented or controlled by the Assured, except liability of the Named Assured for watercraft not owned by them, it being understood and agreed that this exclusion shall not apply to the liability of the Named Assured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (j) to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment.

#### THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS -

#### A. PREMIUM -

Unless otherwise provided for the premium for this Policy is a flat premium and is not subject to adjustment except as provided in Conditions B. and P.

#### B. ADDITIONAL ASSUREDS -

In the event of additional assureds being added to the coverage under the Underlying Insurances during currency hereof prompt notice shall be given to Underwriters hereon who shall be entitled to charge an appropriate additional premium hereon.

#### C. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY --

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in item 2 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

#### D- SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE -

As regards personal injury (fatal or non-fatal) by occupational disease sustained by any employee of the Assured, this policy is subject to the same warranties, terms and conditions (except as regards the premium, the amounts and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an occurrence for which claim is made hereunder.

#### E. INSPECTION AND AUDIT -

Underwriters shall be permitted but not obligated to inspect the Assured's property and operations at any time. Neither the Underwriters' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Assured or others, to determine or warrant that such property or operations are safe.

Underwriters may examine and audit the Assured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

#### F. CROSS LIABILITY ---

In the event of claims being made by reason of personal injury suffered by any employee of one Assured hereunder for which another Assured hereunder is or may be liable, then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

In the event of claims being made by reason of damage to property belonging to any Assured hereunder for which another Assured is, or may be, liable then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

Nothing contained herein shall operate to increase Underwriters' limit of liability as set forth in Insuring Agreement II.

## G. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this policy, notice shall be sent as stated in Item 4 of the Declarations

as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

#### H. ASSISTANCE AND CO-OPERATION —

The Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured but Underwriters shall have the right and shall be given the opportunity to associate with the Assured or the Assured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves, or appears reasonably likely to involve Underwriters, in which event the Assured and Underwriters shall co-operate in all things in the defense of such claim, suit or proceeding.

#### I. APPEALS ---

In the event the Assured or the Assured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, Underwriters may elect to make such appeal at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest on judgments incidental thereto, but in no event shall the liability of Underwriters for ultimate net loss exceed the amount set forth in Insuring Agreement II for any one occurrence and in addition the cost and expense of such appeal.

#### J. LOSS PAYABLE -

Liability under this policy with respect to any occurrence shall not attach unless and until the Assured, or the Assured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence. The Assured shall make a definite claim for any loss for which the Underwriters may be liable under this policy within twelve (12) months after the Assured shall have paid an amount of ultimate ner loss in excess of the amount borne by the Assured or after the Assured's liability shall have been fixed and rendered certain either by final judgement against the Assured after actual trial or by written agreement of the Assured, the claimant, and Underwriters. If any subsequent payments shall be made by the Assured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

#### K. BANKRUPTCY AND INSOLVENCY --

In the event of the bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Underwriters shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

#### I. OTHER INSURANCE ---

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is specifically stated to be in excess of this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

#### M. SUBROGATION ---

Inasmuch as this policy is "Excess Coverage", the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, the Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder, shall first be reim-

bursed up to the amount paid by them; the Underwriters are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the re covery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

#### N. CHANGES ---

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop Underwriters from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by Underwriters.

#### O. ASSIGNMENT -

Assignment of interest under this policy shall not bind Underwriters unless and until their consent is endorsed hereon.

#### P. CANCELLATION -

This policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this policy has been in force. If this policy shall be cancelled by the Underwriters, the Underwriters shall retain the pro rata proportion of the premium for the period this policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

#### Q. CURRENCY ---

The premium and losses under this policy are payable in the currency stated in Item 5 of the Declarations. Payment of Premium shall be made as stated in Item 6 of the Declarations.

#### R. CONFLICTING STATUTES—

In the event that any provision of this policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Assured with the same effect as if it complied with such Statute.

#### S. SERVICE OF SUIT CLAUSE—

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made as stated in Item 7 of the Declarations, and that in any suit instituted against any one of them upon this policy, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The person or firm named in Item 7 are authorized and directed to accept service of process on behalf of

Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising our of this policy of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### T. MAINTENANCE OF AND RESTRICTIONS IN UNDERLYING INSURANCES —

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the policy period without reduction of coverage or limits except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Named Assured to comply with the foregoing shall not invalidate this policy but in the event of such failures, the Underwriters shall only be liable to the same extent as they would have been had the Named Assured complied with the said condition.

UMBRELLA POLICY (LONDON 1971) 30.18.70

#### ATTACHING TO AND FORMING PART OF POLICY NO.

#### REVISED DECLARATIONS

ITEM 1. (a) Named Assured: MONSANTO COMPANY, ET AL

(b) Address of Named Assured:— 800 North Lindbergh Boulevard St. Louis, Missouri 63166

ITEM 2. Limit of Liability — as Insuring Agreement II.

(a) Limit in all in respect of each occurrence \$ 5,000,000

(b) Limit in the aggregate for each annual period where applicable \$ 5,000,000

ITEM 3. Policy Period: - April 1, 1983 to April 1, 1986

THOMAS E. SEARS, INC.

John Hancock Tower
200 Clarendom Street
Boston, MA 02116

ITEM 5. Currency (Condition Q):— United States Dollars

THOMAS E. SEARS, INC.

John Hancock Tower
200 Clarendon Street
Boston, MA 02116

ITEM 7. Service of Process (Condition S) upon:—

Suita 7300

200 East Randolph Drive
Chicago, IL 60601

#### U.S.A.

# NUCLEAR INCIDENT EXCLUSION GLAUSE—LIABILITY—DIRECT (BROAD)

(Approved by Linyd's Underwriters' Fire and Yon-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Orners, Landfords and Tenants Liability, Contrictual Liability, Elevator Liability, Owners or Contractors sincluding railroads Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Maipractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability).

out being insurances of the classifications to which the Nuclear Incident Excusion Clause - Liability-Direct (Limited) applies.

#### This posicy

- I. Unfer any Liability Coverage, to injury, sickness, disease, death or destruction at with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Emersy Liability Insurance Association. Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy out for its termination upon exhaustion of its limit of liability; or the resulting from the hazardous projecties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protective pursuant to the Atomic Eurey Act or 1944, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would occurred to indemnity from the Units; States of America, or any agency thereof, with any presen or organization.

  If Under any Medical Paymenta Coverage, or under any Supplementary Payment Payment Payment and insured its medical as a surginal relief, to expense a material cut respond to bodily injury, sickness, disease or death resulting from the haz of opposes of nuclear material and actions out of the operation of a underward and any purson or organization.

- properties of nuclear material and actions out of the operation of a nuclear facility of any person or organization.

  III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefore it (b) the nuclear material is contained in spent fuel or whate at any time possessed, handled, used, processed, stated, transported or disposed of by or on mediation of an insured: or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing
- namined, used, processed, stated, transported or disposed of by or on helmit of an insurest; or

  (c) the injury, sickness, disease, death or destruction arises out of the firmulation by an insured of services, materials, parts or equipment in connection with the planning, constructions, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America its territories or possessings or Canada, this exclusion (c) asplices only or injury to or destruction of property at such nuclear facility.

  IV. As used in this endocrement:

  "hexarders properties" include radioactive, tools or explosive properties: "nuclear material" means source material, special nuclear material or byproduct material, "source material", "special nuclear material," and "byproduct material," surres material, "here it is meaning given them in the Atomic Energy Act 1934 or in any law amendators thereof; "agent fuel" means are tool element or fuel component, solid or liquid, which has been used or exposed to radiation in a cuclear reactor: "water" means are wasted unserted (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the denoted of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means (a) any nuclear reactor.

  (b) any equipment or device used for the processing fabrication or allowing of processing or packarius waste.

  (c) say equipment or device used for the processing, fabrication or allowing of special nuclear material if at any time the total amount of such material or the outside of contains move than 150 grams of plucation or avoice is located consists of or contains move than 150 grams of unique 253, (d) any structure, been, accavation, premises or place prepared or used for the storage or disposal of waste.

  (ii) includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reserv

coverage in addition, the words underlined should be smeaded to designate the liamlity coverage to which this clause is to apply.

Printed at Liept's, London, England 17/3/60 N.M.A. 1256

#### U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—BIRECY (Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

Per attachment (in addition to the appropriate Nuclear Incident Enclusion Clause—Liability—Direct) to liability incurances affording worldwide securage.

In relation to Hability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Folicy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations of contamination by radiosectivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

DESCRIPTION - DEGIN.

13/2/64 N.M.A. 1477

THOMAS E-SEARS -INC.

# JOHNT VENTURE CLAUS

(Approved by Llaye's Underwritery New-Marine Association)

(1) It is hereby understood and agreed by the Assured and Underwriters that, as requels my labelity of the Assured which is interest under this Policy and action in an enterior water of any joint venture, on-venture, joint learn, joint operating agreement or paying whip (hardwards collect " Joint Venture") is which the Assured has an interest, the labelity of Underwriters under the Policy shall be limited to the product of (a) the paying single interest of the Assured by the said Joint Venture and (b) the total limit of Raddity interests affected the Assured by the Policy. Where the partnerses affected the Assured by the Policy. Where the partnerses is not applied shall be that which would be improved by low at the relation to the Joint Venture. Such percentage shall not be increased by the insulvancy of others interested in the said Joint Venture.

(2) It is further understood and agreed that, where any underlying insurance(a) here least reduced by a classes having the same effort as paragraph (1), the liability of Underwriters under this Policy, as limited by paragraph (1), shall be comes of the sum of (a) each reduced limits of any underlying insurance(s) and (b) the liabile of any underlying insurance(s) and (b) the liabile of any underlying insurance(s).

23/1/70 N.M.A. 1687

# MONSANTO COMPANY, BT AL

#### ENDORSEMENT

	A T
Endorsement No.	

It is hereby understood and eareed that effective December 1, 1984, the following entity is added hereon as an additional assured but only as respects the contract with Fisher Controls of Canada:

Syncrude Canada, Ltd.

*Itached to and forming part of	######################################	at th
	VARIOUS COMPANIES	
THOMAS & STARE Inc.	THOWAS P. SPARS, INC.	

JOHN MANGOCK TOWER 200 CLARENDON STREET SOSTON, MASS, 02116

All other policy conditions remain unchanged.

# MONSANTO COMPANY, ET AL

#### ENDORSEMENT

	Endorsement No.	
h = 4		

It is hereby understood and agreed that effective inception, the following condition shall not apply to liability arising from Section II, Employers Liability and Employees Liability as respects Occupational Disease and Section XV, Workers Compsation Act (all self-insured states) of the Schedule of Underlying Insurance.

NMA 1256 - Nuclear Incident Exclusion Clause-Liability-Direct (Broad) - USA

NMA 1477 - Radioactive Contamination Exclusion Clause-Liability-Direct - USA

	•	
All other policy conditions remain unchang	ed.	
Attached to and forming part of	SD8019(C)/UQA0065	of jin
	VARIOUS COMPANIES THOMAS E. SEARS, INC.	***********
THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 208 CLARENDON STREET BOSTON, MASS. 02116	BY:	

#### MONGANITO COMPANY, FT AT.

#### **ENDORSEMENT**

Endorsement	<b>31</b> -	40
Cuccisanient	ITU.	

It is hereby understood and agreed that effective July 1, 1984, "Indorsement Nos. 27 and 27% to the Underlying TNA Policy entitled "Findorsment for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980" shall apply only as respects losses as are within the terms of such endorsements.

As respects losses within the terms of such endorsement, it is understood and screed that the endorsement shall apply only as respects Underwriters' limit of liability as is stated in such endorsement (begainsfter "endorsed limit").

As respects the difference between such "endorsed limit" and the limit of liability stated in Item 2(A) of the declarations in respect of each occurrence, the endorsement shall not apply.

It is further understood and agreed that the "endorsed limit" is part of and not in addition to the limit of limbility stated in Item 2 of the declarations in respect of each occurrence.

All other policy conditions remain unchange	d.	
Attached to and forming part of	SD8019(C)/UQA0065	of th
	VARIOUS COMPANIES	· · · · · · · · · · · · · · · · · · ·
THOMAS E. SEARS. Inc.	BY:	
JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116		

#### MONSANTO COMPANY, ET AL

#### **ENDORSEMENT**

Endorsement	Ma	3	9	

In consideration of the inclusion of a \$5,000,000 aggregate limit on Item No. 1 of the Schedule of Underlying Insurance as shown on Endorsement No. 34, it is understood and agreed an additional premium of \$60,000 annually is hereby charged effective April , 1984.

It is also understood and agreed that Item IX of the Schedule of Underlying Insurance shown on Endorsement No. 34 is to be effective April 1, 1983.

It is further understood and agreed that Item No. XIX of the said schedule is amended to read as follows:

XIX. OWNERS CONTROLLED EXCESS GENERAL LIABILITY (INCLUDING EMPLOYERS LIABILITY BUT EXCLUDING AUTO)

Umbrella

\$20,000,000/\$20,000,000 (Stated limits as applicable)

Excess of

General Liability Employers Liability \$ 1,000,000/\$1,000,000 \$500,000 or such lesser limits as maybe available, but in no case less than limits afforded under Item 1 of the Schedule for Assured's liability

Attached to and forming part of	SD8019(C)/UQAQ065	of th
	VARIOUS COMPANIES	

THOMAS E SEARE, INC. JOHN HANGOCK TOWER 200 GLARENDON STREET BOSTON, MASS, 02116

All other policy conditions remain unchanged.

# MONSANTO COMPANY, ET AL

# **ENDORSEMENT**

	3 <i>R</i>	
Endorsement No.		

It is hereby understood and agreed that effective inception, Thomas E. Sears, Inc., may issue certificates as agreed by Underwriters.

It is further understood and agreed that effective inception, this insurance is extended to include:

The Jones Act, Federal Railroad Employees Act, Federal Condshoreman's and Harbor Workers Act following scheduled underlying

All other policy conditions remain unchanged.

Attached to and forming part of	SD8019(C)/UQR0065 of the
· · · · · · · · · · · · · · · · · · ·	VARIOUS COMPANIES THOMAS F. SEARS, INC.
THOMAS E. SEARS. Inc. JOHN MANCOCK TOWER JOHN STREET BOSTON, MASS, 02116	PY:

# It is hereby understood and agreed that effective April 1, 1964, Endorsement No. 26 is cancelled and replaced with the following:

## **ENDORSEMENT**

		3	7
Endorsement	No	•	•

INSURED:	MONEAUTO	COMPANY,	27	λĽ
			_	

COMPANY	1 - - -	PROPORTION
CMA Reinsurance of London, Limited Angon Insurance Company (UR) Limited Polksom International Insurance Company (UR	() Limited	7.89489 1.31589 3.15798
British Mational Insurance Company, Ltd. Walbrook Insurance Company, Limited	24.739)	3.4210%
El Paso Insurance Company, Limited	10.75%)	
Dart and Kraft Insurance Company, Limited Louisville Insurance Company, Limited	18.829) 8.069)	
Ludgate Insurance Company, Limited Bermuda Fire and Marine Insurance	6.459)	
Company Limited	8.616)	84.2105%
"Winterthur" Swiss Insurance Company Mutual Reinsurance Company, Limited	10.750) 9.680)	
Compagnie Europeene d'Assurances Industrielles S.A.	2.15%)	
	,	100.00000

# 4% TAX CLAUSE

Notice is hereby given that the Underwrit	es have agreed to allow for the purpose o	f paying the Federal Excise Tax 4% of the
premium payable hereon to the extent suc	h premium is subject to Federal Excise T	NE.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps in proper the Tax from the U.S. Government.

Attached to and forming part of	BRESTA (C) \O(Y08e3	t
······································	VARIOUS COMPANIES THOMAS 2. SHARS;	
THOMAS E. SEARS, Inc. John Hencock Tower 200 Clarendon Street Boston, Mass. 02116	BY:	

MONS 158036

of the

# MONSANTO COMPANY, ET AL

#### ENDORSEMENT

	A4 -	76
Endorsement	NO.	36

Notwithstanding anything contained herein to the contrary, it is understood and agreed that effective April 1, 1984, in the event that coverage is not available under Items V and XVIII, Item I(b) has been extended to include DIC and Excess Foreign Liability as follows:

GL Including Products:

BI \$500,000/\$500,000 PD \$500,000/\$500,000

Auto

BI \$250,000/\$500,000 PD \$500,000

All other policy conditions remain unchanged.	
Attached to and forming part of	SD8019 (C) /UQA0065 of th
	THOMAS E. SEARS, INC.
THOMAS E. SEARS. Inc. JOHN MANCOCK TOWER 208 CLARENOON STREET SOSTON MASS. 02116	<b>BY1</b>

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	กด	IPS	EM	1
EN	uu	$\mathbf{L}$	12.11	

i	75
Endorsement No.	

It is hereby understood and agreed that effective Abril 1, 1994, Exclusion (G) as shown on Endorsement No. 5 as respects foreign operations and/or Sales is deleted in its entirety and the S.I.R. as respects foreign operations is increased to \$500,000 each and every occurrence.

All other policy conditions remain unchanged.	
	SD8019(C)/UQA0065
Attached to and forming pert of	of the
	VARIOUS COMPANIES
	Thomas. F Sears , . Inc
	БҮ:
THOMAS & SEARS. Inc.	
John Hancock Tower 200 Clarendon Street	•
ROSTON, MASS. 02116	•

MONEANTO COMPANY, FT AL

#### ENDORSEMENT

Endorsement No.		34		
•	(1	out	of	5)

It is Underground and agreed that effective Arril 1, 1984, the Schedule of Underlying Insurance is amended to read as follows:

- I. COMPRESIVE GENERAL LIAPILITY AND AUTOMORILE LIABILITY INA Except for Fisher Controls International, Inc. and Fisher Controls of Canada and Monganto Canada, Inc.
  - (a) Joint Venture Tiability as respects Monsanto, limited to Monsanto's percentage intrest in Joint Venture, i.e., percent of \$2,000,000 not less than \$1,000,000.
  - (b) Limits as respects all other coverages:

Combined Single Limit, Bodily Injury, and/or Property Damage

- \$2,000,000 each occurrence Automobile
- \$2,000,000 each occurrence except Automobile
- \$5,000,000 in the aggregate annually as respects Products/
  Completed Operations Bodily Injury and Property
  Tamage
- \$5,000,000 in the aggregate annually as respects Podily Injury and Property Damage other than resulting from Products/Completed Operations, Automobile, and other aggregates listed below
- 82,000,000 in the aggregate annually as respects Personal Indury
- \$2,000,000 in the aggregate annually as respects Malpractice Injury
- \$2,000,000 in the addredate annually as respects Property Pamade separately for (a) and (b) below and separately for each project away from premises in (a) below:
- (a) Independent Contractors, etc.
- (b) Contractual other than incidental contract.

All other policy conditions remain unchanged.

Attached to and forming part of	SD8019(C)/UQA0065	th
	VAPIOUS COMPANISS INC.	
	THOMAS W. SPARS, INC.	
THOMAS & SEARS, INC.	PY:	

JOHN HANCOCK TOWER 200 CLARENOON STREET BOSTON, MASS. 02116

	אינייב באושט פעי שביינין אינייב איני אינייב איניים איניים איניים איניים איניים איניים איניים איניים איניים אינ
	ENDORSEMENT
	Endorsement No34
	(2 out of 5)
	remologes Camafits Tiability
	on,con,con each omployee ) self-insured s2,000,000 annual addredate ) self-insured
II.	FUPIONORS LIBBILITY AND EMPLOYERS LIBBILITY AS PERCOTO OCCUPA- TIONAL DISPASE
	(a) Insurance Company of North America - All States
	Coverage B - U.S. \$1,000,000 anv one occurrence U.S. \$1,000,000 in the addregate annually per state as respects Occupational Disease
III.	Anumorising Librility (Worldwide)
	S1,000,000 (Self-Insured)
IV.	WATERCOFFT LIABILITY as respects owned and leased barges
	Protection and Indemnity - \$5,000,000 any one occurrence
٧.	FOREIGN INSUPANCE - COMPREHENSIVE CENERAL AND AUTOMORISE SIRBILITY (Subject to normal local policy conditions) - Various
	Minimum limits equivalent:
	Property Damage U.S. \$250,000/\$500,000 Property Damage U.S. \$500,000/\$500,000
	or limits actually carried, whichever is greater
vi.	AVIATION LEGAL LIAPILITY as respects Monsanto Company, its U.S. subsidiaries and Monsanto Canada, Ltd. (Morldwide)
	\$10,000,000 Combined Single Limit including non-owned and hired
	other policy conditions remain unchanged. SDE019 (C) /UCA0065
Atti	sched to and forming part of
	THOMAS F. SEARS, INC.

MONS 158040

THOMAS E. SEARS. INC.
JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASS. 02119

# MONEATTO COMPANY, FT BE.

# **ENDORSEMENT**

		:	
		Endorsemen	nt No34
			(3 out of 5)
VII.	respects Consento Comp	ILITY IN PESPECT OF UNSP anv and its P.S. Subsidi emicals Pty Limited, Hyd ustralia Limited	aries, and PAL,
	\$2,000,000 any one	loss Monsanto Oil & Gar separately insure	
III.		INTER IN RESPECT OF UNSPI .C. and associated and a	
	Inderwriters at L1 London and Various	ovd's of Commanies 4500,000 any	one loss
IX.		LIAPILITY AND AUTOMOBILE sidiary Pisher Controls : ols of Canada	
	emplica	aggregate where Podily	ed Single Limit Injury and ty Damade
x.	Monsanto Canada Inc., a	IABILITY AND AUTOMOBILE Ind Monsanto Gils Ltd. indever, the latter carries	cluding Pisher
	Combined Single Limit Rodily Injury and/or Property Damage		any one occurrence annual aggregate wher applicable
	SUBLIMIT IN PESPECT OF	FISHER CONTROLS COMPANY	OP CANADA
	Combined Single Limit Bodily Injury and/or Property Damage		any one occurrence annual addredate where applicable
XI.	FIDELITY		
	\$3,000,000		
	other policy conditions remain unchanged.	SD8919(C)/TICACG65	of the
Att	ached to and forming part of	VARIOUS COMPANIES	-
		THOMAS F. SFAPS, INC.	· • • • • • • • • • • • • • • • • • • •
JOI 200	iomas e seare. Inc. Hn Hangogk Tower I Clarendon Street Oston, Mass. 02116		

# MONSANTO COMPANY, ET AL

# **ENDORSEMENT**

		Endor	sement No	34 (Rev
				(4 out
WATER QUALITY IFSURAL	NCE SYNDICATE			
Section B - \$5,000,00	00 any one occurr	ence		
EXCESS WORKERS' COMPI	ensation act			
U.S. \$1,000,000 any o	one occurrence ex ase, where:	cept a	s respec	cts Occupat
	U.S.	\$1,000	in	y one emplo the aggreg nually per
	EXCES	S OF:	;	
	U.S.	\$ 100	,000 any	y one emplo
Oil and/or Gas Explor Assured and all opera	ration and Develo	pment there	Operatio to	ons of the
\$100,000,000			-	
• • • • • • • • • • • • • • • • • • • •				
	ny one occurrence	or su	ch lesse	
s35,000,000 ar be recoverable \$2,000,000 any Assured's 50% Interes	ny one occurrence e but in no case y one occurrence st - Hydrocarbon	or suctions or successions or successio	ch lesse nan insured)	er amount as
\$35,000,000 ar be recoverable \$2,000,000 any Assured's 50% Interes a) Umbrella (Worldwi	ny one occurrence but in no case y one occurrence st - Hydrocarbon ide) y and Products ing difference	or sucless to the self- Product A. EXC.	ch lessenan insured) ts Pty I \$4,000, 55,000,	er amount as
and gas operations  \$35,000,000 are be recoverable \$2,000,000 any  Assured's 50% Interes  a) Umbrella (Worldwi  b) General Liability Liability providi in conditions cov	ny one occurrence but in no case y one occurrence st - Hydrocarbon ide) y and Products ing difference yerage for	or sucless tiles t	th lessenant les	er amount as
and gas operations \$35,000,000 are be recoverable \$2,000,000 any  Assured's 50% Interes a) Umbrella (Worldwith) General Liability Liability providition conditions cover	ny one occurrence but in no case y one occurrence st - Hydrocarbon ide) y and Products ing difference yerage for	or success to the self- Product A. EXC. A. BETT A. AND,	th lessenant les	er amount as
and qas operations \$35,000,000 are be recoverable \$2,000,000 any  Assured's 50% Interes  a) Umbrella (Worldwin) Ceneral Liability Liability providition conditions covered  c) Products Liability	ny one occurrence but in no case y one occurrence st - Hydrocarbon ide) y and Products ing difference yerage for	or success to the self- Product A. EXC. A. BETT A. AND, A.	sh lessed insured) sylvanian sylvani	er amount as
and qas operations  \$35,000,000 are be recoverable \$2,000,000 any  Assured's 50% Interes  a) Umbrella (Worldwin)  Ceneral Liability Liability providition conditions coverable  c) Products Liability  A) Public Liability	ny one occurrence but in no case y one occurrence st - Hydrocarbon ide) y and Products ing difference yerage for ty  Drded under Item SD8019(C)/UQA	or success to the second of th	ch lesse han insured) s Pty I \$4,000, S1,000, VEEN \$1,000, OR \$1,000,	er amount as
\$35,000,000 are be recoverable \$2,000,000 any Assured's 50% Interest a) Umbrella (Worldwith) General Liability providing conditions coverage afformations coverage afformations remain unchanged.	ny one occurrence but in no case y one occurrence st - Hydrocarbon ide) y and Products ing difference verage for ty  orded under Item SD8019(C)/UQA	or success to the second of th	sh lessed an insured) sylvanian sylv	er amount as
s35,000,000 are be recoverable \$2,000,000 any Assured's 50% Interes  a) Umbrella (Worldwith) General Liability providing conditions coverage afformatic Liability and coverage afformatic conditions remain unchanged.	ny one occurrence but in no case y one occurrence st - Hydrocarbon ide) y and Products ing difference serage for ty  Drded under Item  VARIOUS COMPA	or success to the second of th	sh lessed an insured) sylvanian sylv	er amount as

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# ENDORSEMENT

		Endorsement No. 34
		(4 out of 5)
<u> </u>	and Chiefitans Institutiothick chilitic	
Pec	tion B - 95,000,000 any one	occurrence
EXC	ess workers' compensation	UCT
U.5	. si,000,000 any one occurr Disease, where	ence except as respects Cocupation
		U.S. \$1,000,000 any one emborse in the addregate annually per Sta
		EXCTSS OF:
	\\	U.S. \$ 100,000 any one employed
oi i	and/or Cas Exploration and	Development Operations of the
Ass	ured and all operations inc	idental thereto
	\$100,000,000	
SEE	PACE POLLIFTON AND CONTANT	
and	qas operations \	
and	qas operations \	ence or such lesser amount as may
	\$35,000,000 any one occurrence oc	ence or such lesser amount as may
	\$35,000,000 any one occurrence oc	ence or such lesser amount as may less than ence (self-insured)
Ass	\$35,000,000 any one occurrence recoverable but in no case \$2,000,000 any one occurrence to the state of the s	ence or such lesser amount as may less than noe (self-insured) carbon Products Ptv Limited  A. \$4,000,000 ucts EXCESS OF: ance A. \$1,000,000
a)	gas operations  \$35,000,000 any one occurr recoverable but in no case \$2,000,000 any one occurre ured's 50% Interest - Hydro Umbrella (Worldwide)  General Liability and Prod Liability providing differ	ence (self-insured)  carbon Products Ptv Limited  A. \$4,000,000  EXCESS OF: A. \$1,000,000  Excession A. \$1,000,000
a)	\$35,000,000 any one occurrence recoverable but in no case \$2,000,000 any one occurrence to \$2,000,000 any one occurrence to \$35,000,000 any one occurrence \$35,000,000 any one oc	ence or such lesser amount as may less than noe (self-insured) carbon Products Ptv Limited  A. \$4,000,000 cts EXCESS OF: A. \$1,000,000
a) b)	\$35,000,000 any one occurred recoverable but in no case \$2,000,000 any one occurred recoverable but in no case \$2,000,000 any one occurred recoverable but in the case occurred but the second	ence or such lesser amount as may less than ence (self-insured)  carbon Products Ptv Limited  A. \$4,000,000  EXCESS OF: A. \$1,000,000  EXCESS OF: A. \$1,000,000
a) b) c) d)	\$35,000,000 any one occurred recoverable but in no case \$2,000,000 any one occurred recoverable but in no case \$2,000,000 any one occurred recoverable but in no case \$2,000,000 any one occurred recoverable but in conditions (worldwide)  General Liability and Products Liability providing differ in conditions coverage for Products Liability  Public Liability  and coverage afforded under the conditions remain unchanged.	ence or such lesser amount as may less than ence (self-insured)  carbon Products Ptv Limited  A. \$4,000,000  EXCESS OF: A. \$1,000,000  A. \$1,000,000  A. \$1,000,000  Titem a) above
Amer po	### gas operations  ### \$35,000,000 any one occurred recoverable but in no case \$2,000,000 any one occurred recoverable but in no case \$2,000,000 any one occurred recoverable but in no case \$2,000,000 any one occurred recoverable but in conditions (Worldwide)  #### #### ##########################	ence or such lesser amount as may less than ence (self-insured)  carbon Products Ptv Limited  A. \$4,000,000  EXCESS OF: A. \$1,000,000  A. \$1,000,000  A. \$1,000,000  Titem a) above  C)/UOA0065
Ama  a) b) c) d) mer po	gas operations  \$35,000,000 any one occurr recoverable but in no case \$2,000,000 any one occurre sured's 50% Interest - Hydro Umbrella (Worldwide)  General Liability and Prod Liability providing differ in conditions coverage for Products Liability  Public Liability  and coverage afforded unde  loy conditions remain unchanged.  \$35,000,000 any one occurr  Umbrella (Worldwide)  General Liability and Prod Liability  Products Liability  And coverage afforded under  SDB010 (  ARICUS  THOMAS	ence or such lesser amount as may less than ence (self-insured)  carbon Products Ptv Limited  A. \$4,000,000  EXCESS OF: A. \$1,000,000  A. \$1,000,000  Titem a) above  C)/UOA0065  COMPANIES  T. SFARS, INC.
Ama  a) b) c) d) mer po	gas operations  \$35,000,000 any one occurr recoverable but in no case \$2,000,000 any one occurre sured's 50% Interest - Hydro Umbrella (Worldwide)  General Liability and Prod Liability providing differ in conditions coverage for Products Liability  Public Liability  and coverage afforded unde  loy conditions remain unchanged.  \$35,000,000 any one occurr  Umbrella (Worldwide)  General Liability and Prod Liability  Products Liability  And coverage afforded under  SDB010 (  ARICUS  THOMAS	ence or such lesser amount as may less than noe (self-insured)  carbon Products Ptv Limited  A. \$4,000,000  EXCESS OF: A. \$1,000,000  APTICEN A. \$1,000,000  Titem a) above  C)/UOA0065

CONFIDENTIAL BUSINESS INFORMATION

MONEANYO COMPANY, ST AL

# ENDORSEMENT

		Endorsement No34
		(5 out of 5)
xvit.	coapodernatur deabdyr ri	RETITMY AND AUTOMOFILE LIABILITY as lia Ltd. and subsidiary commanies
	A. \$1,000,000 any	one occurrence
	4. \$1,000,000 ann	ual aggregate
xvIII.	COMPRESSIVE CENTRAL LI Monsanto PLC and subsidi	APILIMY AND AMMOMOBILS (120111MY as respect) any companies
	L. 1,000,000 any L. 1,000,000 ann	one occurrence ual aggregate where applicable
XIX.	OWMERS CONTROLLED EXCESS LIABILITY BUT EXCLUDING	GEN <b>ERAL</b> LIABILITY (INCLUDING EMPLOYERS AUTO)
	Umbrella	s20,000,0000/s20,000,000
		excess of
	Primary GL Primary FL	\$1,000,000/\$1,000,000 \$500,000

All other policy conditions remain unchanged.					
Attached to and forming part of	SD80-19-(C)/UQA00-65				
	THOMAS F. SEARS, INC.				
THOMAS E SEARS. Inc. JOHN HANGOCK TOWER 200 CLARRENDON STREET BOSTON, MASS. 02116	BY:				

#### MONSANTO COMPANY

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Endorsement	Na	3	3

It is hereby understood and agreed that effective April 1, 1984, this coverage no longer applies with respect to Fidelity Insurance as shown on Endorsement No. 15.

All other policy conditions remain unchanged.

Attached to and forming part of SD8019 (C) /UQA0065 of the VARIOUS COMPANIES
THOMAS E. SEARS, INC.
THOMAS E. SEARS, INC.
EY:

THOMAS E. SEARS, INC.
JOHN HANGOCK TOWER
208 CLAPENDON STREET
SOSTON, MASS, 02118

### MONSANTO COMPANY

#### **ENDORSEMENT**

		4
		32
Endorsement	NO.	

It is hereby understood and agreed that effective March 15, 1984, the additional Assured "Slay Bulk Terminals, Inc." is deleted hereon.

Attached to and forming part of SD8019 (C) /UQA0065 of the VARIOUS COMPANIES THOMAS E. SEARS, INC.

THOMAS E, SEARS, Inc.
JOHN HANCOCK TOWER
208 CLARENDON STREET
BOSTON, MASS, 02116

All other policy conditions remain unchanged.

# **ENDORSEMENT**

Endorsement No.	31

Effective April 1, 1984, it is understood and acreed that Endorsement No. 6 is cancelled and replaced as follows:

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Policy shall not apply to:

- A) Personal Injury or Property Damage arising out of any Pharmaceutical Product other than raw material supplied to maufacturing Chemists "A.O.M.A.,"

  "A.E.M.A." (also known as NED137 and Carbetimer) and Continental Pharma S.A. Belgium
- D) Loss of and/or damage to Leased Premises.

In a le wir west of the

All other policy conditions remain unchanged.	(	
Attached to and forming part of	SD8019(C)/UÇA0065	
<u>-</u>	VARIOUS COMPANIES -	
	THOMAS E. SEARS, INC.	

THOMAS E SEARS. Inc.
JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASS. 02116

## ENDORSEMENT

Endorsement No.	30		
	(page	1 of	2)

Effective April 1, 1984, it is understood and agreed that Endorsement No. 1 is cancelled and replaced as follows:

# BROAD AS PRIMARY RIDER

It is hereby understood and agreed that in the event the Assured suffers a loss which is covered under the policies of the underlying insurance as set out in the schedule attached to this policy, the excess of which would be payable under this policy, except for terms and conditions of this policy which are not consistent with the underlying insurances, then notwithstanding anything contained in this policy to the contrary this Policy shall be amended to follow and be subject to the terms and conditions of such underlying insurances in respect of such loss.

The foregoing shall not, however, apply to:

- (1) Any coverage given under the underlying insurances for limits less than the full limit of the said underlying policy as stated in the schedule hereto.
- (2) Any nuclear incident exclusion clause attached to this policy.
- (3) Any seepage and pollution exclusion clause attached to this policy.
- (4) Exclusion (A) of this policy.  $\mathcal{O}^{\mathcal{U}}$
- (5) Exclusion (E) of this policy.  $\mathcal{W}$
- (6) Charterers Legal Liability, Protection Indemnity or Bumbershoot Liability as respects the "S.S. Edgar M. Queeny."
- (7) "Joint Ventures," which coverage shall be in accordance with the attached Joint Ventures Clause unless otherwise provided herein.
- (8) Personal Injury or Property Damage arising out of any "pharmaceutical products" other than raw material supplied to manufacturing chemists "A.O.M.A.," "A.E.M.A." (also known as NFD137 and Carbetimer) and Continental Pharma S.A., Belgium.

All other policy conditions remain unchanged.	•
	5D8019(C)/UQA0065
Attached to and forming part of	af the
	VARIOUS COMPANIES
	TROMAS E. SEARS, INC.
	BY:
THOMAS E. SEARS. Inc.	
JOHN HANCOCK TOWER	
200 CLARENDON STREET	
BOSTON, MASS. 02116	

### **ENDORSEMENT**

Endorsement No.			_	
	Ipage	2	οľ	21

- (7) The definition of fultimate set loss which shall remain in accordance with Definition 7 of the wordings of this policy.
- (10) Loss of pri/or damage to lessed premises.
- (11) The "Prompt potice" provisions of this policy.
- (12) The cancellation provisions of this policy.
- (13) Claims based upon the Employee Petirement Income Security Act of 1974
- (14) Pidelity Coverage such as is efforded because shall be in accordance with Endorsement No. 15 of this coverage.

It is further understood and agreed that coverage provided by the Underlying Comprehensive General Liability Policy No. 1867107 with Insurance Company of North America will not be further extended without obtaining agreement from Underwriters hereon. In the event of Underwriters hereon not agreeing to such further extension, coverage will be provided hereon as if such extension had not been granted.

All other policy conditions remain unchanged.	5E8919(C)/UQAGE65
	VARIOUS COMPANIES TEOMAS E. SEARS, INC.
	TYE
THOMAS E, SEARS, Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET 908TON, MASS, 02116	

# HOWSANTO COMPANY, ST AL

# **ENDORSEMENT**

Endorsement No.	29	Page	1	of	2)
ENGOIGENENT NO.			_		

It is understood and agreed that effective April 1, 1983, the following Items are added to the Schedule of Underlying Insurances:-

- IXI. RESPECTS RADIATION DYNAMICS, INC.
  - A) GENERAL LIABILITY, AUTONOBILE LIABILITY AND PRODUCTS LIABILITY

    Combined Single Limit, Bodily Injury and/or Property Damage
    #500.000/#500.000
  - B) UMBRELLA LIABILITY

\$2,000,000/\$2,000,000 which is in excess of A) above

It has been further understood and agreed by Underwriters, that with effect from Inception, the following Part I Exclusion is added:

- C) U.K. Road Traffic Act Liability
- With effect from April 22, 1983, the following entity is added hereon as an Additional Maned Assured:-

"JACOS HARTS SEED CO., IEC."

It has been further understood and sereed by Underwriters, that in respect of the foregoing, the following Items are added to the Schedule of Underlying Insurances:-

1. GRUBRAL LIABILITY

Bedily Injury \$500,000/\$500,000 Property Damage \$250,000/\$500,000 PIREMAN'S FUND

2. AUTOMOBILE LIABILITY

Combined Single Limit, Podily Injury and/or Property Damage 8758,888 FIRENAM'S FUND

3. UMBRELLA LIABILITY

\$5,000,000 which is in excess of 1 and 2 above US P AND C

All other policy conditions remain unchanged.	:
Attached to and forming part of	\$88019(C)/DQA0065 of the
	YARIOUS COMPANIES TROMAS E. SEARS, INC.
THOMAS E. BEARS, INS. JOHN MANCOCK TOWER 20E CLARENDON STREET	<b>97</b> 0

#### ENDORSEMENT

Fada-sanaa N-	29	(Page	2	of	2)
Endorsement No.					

2. POR TRE PERIOD JUNE 14, 1983 TO JULY 31, 1983

Item XXI B) of the Schedule of Underlying Insurances is amended to read as follows:-

- XXI. RESPECTS RADIATION DYNAMICS, INC.
  - B) UMBRELLA LIABILITY
  - \$1,500,000/\$1,500,000 which is in excess of A)
- 3. With effect from July 31, 1983, Radiation Dynamics, Inc., was included in Monaganto's Primary General and Automobile Liability Policy, and effective August 1, 1983, was included in Multi-State Employers' Liability Policy.
- 4. With effect from December 1, 1983, the following entity is added hereon as an additional Assured:-

HILL SAMUEL AUSTRALIA, LIMITED 20 Bond Street, Sydney Australia

-As respects their premises which have been leased to Fisher Controls PTT, Limited

All other policy conditions remain unchanged.	
	#D8019(C)/UQA0065
Attached to and forming part of	.,,,,,.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	VARIOUS COMPANIES
The second secon	- Tromas By Sbars, INC.
	BY:
THOMAS E. SEARS. INC. JOHN MANCOCK TOWER 208 CLAMENDON STREET EOSTON, MASS. 02116	•

#### ENDORSEMENT

	28	
Endorsement No.		

Effective Pebruary 13, 1984, it is agreed that T.B. Sears, Roston is to issue a certificate as agreed by Underwriters:

Only as respects such insurance as is required to be evidenced pursuant to the Environmental Protection Agency pursuant to financial responsibility requirements as set out in 310 CMR 30.988(1), or any amendments thereto, it is understood and agreed that this policy provides coverage in an amount no less than the difference between such coverage as is provided by IMA in the amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate and a total limit of liability of \$3,000,000 per occurrence and \$6,000,000 in the aggregate exclusive of defense costs.

It is further understood and agreed that coverage as is described hereunder is a part of and not in addition to the stated limits of liability of this policy.

All other policy conditions remain unchanged		•
Attached to and forming part of	SD8019(C)/UQA8665	of the
•	VARIOUS COMPANIES	
	THOMAS B. STARS, INC.	• • • • • • • • • • • • • • • • • • •
THOMAS E. SEARS. ims. JOHN MANCOCK TOWER 200 CLARENDON STREET BOSTON. MASS. 02116	7.3 3	······································

#### ENDORSEMENT

Endorsement No.	27
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It is hereby understood and agreed that exclusion (b) and Endorsement No. 11 of the policy wording hereon are deleted.

It is further understood and agreed that all occurrences resulting from operations where the Assured has less than 100 percent interest (other than those specified as named assureds hereon) shall be subject to the Joint Venture Clause NMA1687.

Attached to and forming part of	
	VARIOUS COMPANIES

THOMAS E. SEARS. INC.
JOHN HANGOCK TOWER
18 CLAMENDON STREET
'OSTON, MASS. 02118

All other policy conditions remain unchanged.

MONS 158053

THOMAS E. SEARS, INC.

of the

# **ENDORSEMENT**

Endorsement No. 26 ... April 1, 1983

INSURED:	HONSANTO COMPANY,	et al	
in the Cover No	te to which this endorsement is att	ached is underwritten by the	% of the Insurance described following Companies each for its proportion or entage of the premium indicated herein:

COMPANY	PROPORTION
COMPANY  British Mational Insurance Company, Ltd. CNA Reinsurance of London, Limited Folksam International Insurance Company (UR) Limited Lexington Insurance Company Anson Insurance Company (UR) Limited Welbrook Insurance Company, Limited El Pase Insurance Company, Limited Dart and Kraft Insurance Company, Limited Lewisville Insurance Company, Limited Ludgate Insurance Company, Limited Bermuda Fire & Marine Insurance Company, Limited	5.84429 5.84429 2.33769 5.00009 .97409 19.78409 7.60009 15.05609 6.44809
"Winterthur" Swiss Insurance Company Mutual Reinsurance Company, Limited Compagnie Europeane d'Assurances Industrielles S.A.	8.60009 7.74409 1.72009 100.00009

U. S. FEDERAL EXCISE TAX S. (c. 786.9 (c. 178.9 (c. 178.

# 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

Attached to and forming part of SDEE19 (C)/UQA0965 of the VARIOUS COMPANIES
THOMAS S. SEARS, INC.

THOMAS E. SEARS, Inc. John Hancock Tower 200 Clarendon Street Boston, Mass. 02116 BY:

"CASAUTO COMPANY, TT AL

# ENDORSEMENT

,	<b>2</b> 5	
Endorsement Na.		_
April 1,	1493	

It is hereby understood and asreed that effective April 14, 1983, Endorsement No. 23 is cancelled.

All other policy conditions remain unchanged.		
Attached to and forming part of	979019(C)/UCACO65	
THOMAS E. SEARS. INC. JOHN MANCOCK TOWER 200 CLARINGON STREET	VARIOUS COMPANIES THOMAS E. SEARS, INC. BY:	

# ENDORSEMENT

	-	24	
Endorsemen	t No.		 
April	1,	1983	

It is hereby understood and agreed this in the event to a Assured does not renew with Underwriters for a further period of at least 12 months effective April 1, 1986, there is due an additional premium of 5200,000.

All other policy conditions remain unchanged.		
Attached to and forming part of	SHE019(C)/UCA0065	of the
	VARIOUS COMPANIES THOMAS E. SEARS, INC.	
THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 208 CLARENDON STREET BOSTON. MASS. 02118	PY:	

# ENDORSEMENT

		23	
Endorsemen	t No.		_
April	1.	1983	

It is hereby understood and agreed that the following entities are added hereon as Additional Assureds:

British Aerospace PLC

Pritish Aerospace, Inc. (only in respect of the sale of MS125 series 700 A aircraft)

All other policy conditions remain unchanged.		
Attached to and forming part of	SD8019(C)/UOA0065	: of In
	VARIOUS COMPANIES THOMAS B. SEARS, INC.	-
THOMAS E. SEARS. Inc. JOHN MANCOCK TOWER 205 CLARENDON STREET BOSTON. MASS. G2116	BY:	ļ

# **ENDORSEMENT**

Endorsemer	it No.	22
April	2,	1983

It is hereby understood and agreed that as respects Foreign Liability, the following entities are added hereon as additional Assureds solely in respect of contracts with N.V. Monsanto Europe S.A.:

- A) National Adhesives Corporation of Delaware, U.S.A., with Branch Office at Rue Ducale 31-1000 Brussels.
- B) Delft National Chemie B.V., Hoornwerk 45-75201 G.S. Butphen, Netherlands.

Subsidiaries of National Starch and Chemical Corporation

For the purpose of this contract, Mational Adhesives and Delft Mational shall be referred to as Mational.

All other policy conditions remain unchanged.	
Attached to and forming part of	SD2019 (C) /UCA0C65
	VARIOUS COMPANIES - THOMAS E. SEARS, INC.
Thomas E, Sears. Ms. John Hancock Tower 200 Clapendon Street	BY:
SOSTON, MASS, 02116	MONS 158058

#### ENDORSEMENT

Endorsem	<b>lent</b>	No.	21
		_	

April 1, 1983

It is hereby understood and agreed that Section F. of the Insuring Agreements is cancelled and replaced with the following:

This Policy may be cancelled only at anniversary date by Underwriters or their representative by sending by registered mail not less than 60 days prior to anniversary date notice to the Assured stating when such cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the named insured at the address shown in this Policy shall be sufficient proof of notice and the Insurance under this Policy shall end on the effective day of cancellation stated in the notice. Delivery of such written notice by the Underwriters or their representatives shall be equivalent to mailing.

If the Policy be cancelled by Underwriters the Underwriters shall retain the pro-rata portion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender a return premium with such notice. It is further understood and agreed that this Policy is non-cancellable by the Assured.

All other policy conditions remain unchanged.	ŧ	
Attached to and forming part of		h
	YARIOUS COMPANIES	
THOMAS E SEARS. Inc. JOHN HANCOCK TOWER 205 CLARENDON STREET BOSTON, MASS. 02115	ay	

# ENDORSEMENT

Endorsement No.	20
April 1.	1027

In consideration of an additional premium of \$75,000 payable one-third annually, it is hereby understood and agreed that this Policy is extended to cover liability in respect of excess Charterers P & I, coverage listed in the Schedule of Underlying Insurance, as well as Contigent Liability in respect of Independent Contractors hauling of Acrylonitrile and as respects liability in excess of the Water Quality Insurance Syndicate coverage listed in the Schedule of Underlying Insurance.

All other policy conditions remain unchanged.	
Attached to and forming part of	SD8019(C)/UOA0065 of the
	VARIOUS COMPANIES THOMAS E. SEXRS, INC.
THOMAS E. SEARS. Inc. JOHN MANGOOK TOWER 200 CLARGOOK STREET BOSTON, MASS. 02115	= = = = = = = = = = = = = = = = = = =

CONFIDENTIAL BUSINESS INFORMATION

CONCRETE CONTACT, FT AL

# ENDORSEMENT

Endorsement	No.	19
April	1.	1983

It is hereby understood and agreed that the following entity is added as an additional Assured:

"LONDON LIFE INSURANCE COMPANY"
- solely in respect of their ownership of premises at
45 Cowanaview Road, Cambridge, Ontario

All other policy conditions remain unchanged.		
Attached to and forming part of	SD8019(C)/UQA0065	of the
	VARIOUS COMPANIES THOMAS E. SEARS, INC.	••••••••••••••••••••••••••••••••••••••
THOMAS E, SEARS, Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116	• • • • • • • • • • • • • • • • • • •	

#### **ENDORSEMENT**

Endorsamen	t No.	18	
April	1.	1987	

It is understood and agreed that the following is added:

This policy does not cover loss of or demage to property of the U.S. Government through purchase or use of products delivered to the U.S. Government pursuant to contracts which contain Government Contract Provision Number 7-104.45 (1974 APF) or 7-104.45 (1979 MAR) for sale of Coolanol R. Dielectric Coolant and Heat Transfer Media CS-45, S4, 59 Dielectric Heat Transfer Fluid and Skydrol R. Fire Resistant Hydraulic Fluid.

All other policy conditions remain unchanged.	
Attached to and forming part of	SDR019(C)/UṇA0065 of the
	VARIOUS COMPANIES THOMAS F. SEXES, INC. EY:
THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 200 CLARENOON STREET	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

#### ENDORSEMENT

		1
sames!	No.	,

April 1, 1983

In connection with the inclusion of Excess Workers
Compensation in duly qualified self-insured states, it is
understood and sureed that the following wording applies:
Notwithstanding anything contained herein to the contrary, it is hereby understood and sureed that this
insurance is extended to include Worker's Compensation
Act Liability in those states where the Assured is a
duly qualified self-insurer.

It is further understood and agreed that as respects such coverage where the limit shown in the Schedule of Underlying Insurances is uninsured it is agreed that this insurance shall be subject to the same warranties, terms and conditions (except as regards the obligation to investigate and defend, and the amounts and limits of liability) as would have been applicable to the Assured had the Assured purchased a normal Worker's Compensation Policy in the amounts as specified in the Schedule of Underlying Insurances.

It is however understood and agreed that not later than twenty-four months from the expiry date of this insurance the Assured shall advise the Underwriters of all claims not finally mettled which are likely to result in claims under this insurance. The Underwriters may then or at any time thereafter intimate to the Assured their desire to be released from liability in respect of any one or more such claims. In such event, the Assured and the Underwriters shall mutually appoint an Actuary or Appraiser to investigate, determine, and capitalize such claim or claims and the payment by the Underwriters or their portion of the amount so ascertained to be the capitalized value of such claim or claims shall constitute a complete and final release of the Underwriters.

It is further understood and agreed that nothing contained in the foregoing extension shall be deemed to amend or alter the aggregate provisions of this insurance applicable to Occupational Disease.

All other policy conditions remain unchanged.	
Attached to and forming part of	SD8019(C)/UCAGR65
	VARIOUS COMPANIES THOMAS E. SEXRE, INC. EY:
THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET	- T.C

# **ENDORSEMENT**

Endorsement No	Endorsement	NO.	<del></del>	_
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April 1, 1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that rights of subrogation have been waived on Barges P394A and P394B as respects Southern Terminal and Transport Company and Houston National Bank.

ZAMAL S

All other policy conditions remain unchanged.

Attached to and forming part of

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, INC.

BY:

CLARENDON STREET
SOSTON. MASS. 02116

#### ENDORSEMENT

Endorsement No.15 (Page 1 of 4)

April 1, 1983

In consideration of an Additional Premium of \$15,000 payable one-third annually, it is hereby understood and agreed that the following coverage forms a part of this Cover Note.

# EXCESS FIDELITY GUARANTEE - (COMMERCIAL PLANKET BOND)

1. It is hereby understood and agreed that this Policy is extended to indemnify the Assured against all such loss as the Assured may during the policy period sustain or discover that they have sustained by reason of the dishonesty of any or all of their employees, as stated in the Primary Pidelity Insurance carried on such employees and covered thereunder, THE EXCESS OF the amount or amounts of such Primary Fidelity Insurance.

PROVIDED ALWAYS THAT this Bond is for an amount not exceeding the aggregate for all such loss the sum of \$5,000,000 and is subject to all the same terms and conditions as the said Primary Insurances, insofar as such terms and conditions do not conflict with the terms and conditions of this Bond.

2. Warranted free of all claim for losses not discovered within the periods of the policy of which this Bond forms part, and for losses sustained prior to April 1, 1983, 12:01 A.M. Standard Time (hereinafter called "the Retroactive date") but with the understanding that in the event of the cancellation, termination or expiration of this Bond as an entirety or as to any coverage or as to any employee, the Assured shall have the same period of time as provided in the Discovery Clause in the Primary Insurances following such cancellation, termination or expiration in which to discover losses which may have occurred between the date named in this warranty and the date of such cancellation, termination or expiration, provided always that such Discovery period shall not exceed three years from the date of cancellation, termination or expiration of this Bond as an entirety or as to any coverage or as to any employee, whichever shall first happen.

Notwithstanding anything contained herein to the contrary, it is understood and agreed that in the event of this Bond being immediately succeeded by a similar Bond with the Underwriters on which the Retroactive data is April 1, 1983, 12:01 A.M. Standard Time the said succeeding Bond shall be deemed to be a renewal hereof and in consequence the discovery period provided herein shall not be operative.

operative.
All other policy conditions remain unchanged.

Attached to and forming part of	SD8019(C)/UQR0065
and the second second	VARIOUS COMPANIES THOMAS E. SEARS, INC.
THOMAS E. SEARS. INS. JOHN MANCICK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116	BYs

#### ENDORSEMENT

Endorsement No. 15(Page 2 of 4)

April 1, 1983

- 3. It is a condition of this Bond that the Primary Insurances specified in the Schedule herein of which this Bond pays the EXCESS shall be main-tained in full force and effect throughout the period of this Bond.
- Upon the discovery of any loss hereunder this Bond shall be treated as 4. reinstated so as at all time to continue in force for the sum set forth herein notwithstanding any previous loss for which the Underwriters may have paid or be liable to pay hereunder provided, however, that in no event shall the Underwriters be liable hereunder for an amount greater than 55,000,000 on account of any one loss or series of losses caused by the fraudulent or dishonest acts of any employee or in which such employee is concerned or implicated.
- In case any reimbursement be obtained or recovery made by the Assured or by the Underwriters on account of any loss covered under this Bond, the net amount of such reimbursement or recovery, after deducting the actual cost of obtaining or making the same, shall be applied to reimburse the Assured in full for that part, if any, of such loss in excess of this Rond, and the balance, if any, or the entire net reimbursement or recovery if there be no such excess loss, shall be applied to that part of such loss covered by this Bond, or, if payment shall have been made by the Underwriters to its reimbursement therefor. The Assured shall execute all necessary papers and render all assistance not pecuniary to secure unto the Underwriters the rights provided for in this paragraph. The following shall not be reimbursement or recovery within the meaning of this paragraph; suretyship, insurance or reinsurance; also security or indemnity taken from any source by or for the benefit of the Underwriters.
- 6. This Bond shall be deemed cancelled as to any Employee
  - (a) immediately upon discovery by the Assured, or if the Assured be a Corporation by any Officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee: or
  - (b) upon the effective date of the termination or cancellation of said Primary Insurances as to such Employee or as to the position filled by such Employee: or
  - (c) at 12:01 A.M. Standard Time as aforesaid upon the effective date specified in a written notice served upon the Assured or sent by a registered mail.

All other policy conditions remain unchanged.

BOSTON, MASS, 02116

Attached to and forming part of .	SD8619(C)/UQAQ065 of Im
· · · · · · · · · · · · · · · · · · ·	VARIOUS COMPANIES
	THOMAS B. SEARS, INC.
THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER TO CLARENCOM STREET	BY:

MUNS 158066

#### **ENDORSEMENT**

Endorsement No. 15(Page 3 of 4)

April 1, 1983

Such date if the notice be served shall be not less than fifteen days after such service or, if sent by registered mail, not less than twenty days after the date borne by the Sender's registry receipt.

- 7. This Bond shall be deemed cancelled as an entirety on the effective date of the termination or cancellation of the Primary Fidelity Insurance specified in the Schedule or in accordance with the provisions of the Conditions of the Policy of which this Bond forms a part.
- 8. NOTWITHSTANDING anything to the contrary contained herein, it is hereby declared and agreed that this Bond, subject to its other terms, limitations and conditions, shall extend to cover any valid claim under the Fidelity Guarantee Bond(s) carried by the Assured continuously up to and prior to April 1, 1983, 12:01 A.M. Standard Time (hereinafter called "SUPERSEDED BOND(S)") which is not recoverable thereunder owing to the expiration of the period allowed therein following expiration, cancellation or termination in which to discover losses.

In the event of the limit of liability under Bond(s) of which this Bond pays the excess, being reduced in respect of any loss also covered hereunder soley by reason or the operation of a Non-Cumulative Superseded Suretyship Rider contained therein, the Underwriters in determining the amount of loss under this Bond shall deduct only that portion, if any, remaining after such reduction.

It is further understood and agreed that the Superseded Bond(s) and this Bond shall not be cumulative in amount and in the event of a loss discovered before the expiration of the above mentioned extension period, involving both the Superseded Bond(s) and this Bond, the amount attaching to the Superseded Bond(s) shall be first paid, and then the difference, if any, between such amount and the amount of cover afforded by this Bond (but not exceeding the amount of loss occurring during the period of indemnity provided by this bond) shall be payable hereunder.

Nothing in this clause however shall be deemed to render the Underwriters liable for loss of a nature not insured under this Bond or to increase their liability in respect of any loss or series of losses beyond the amount of this Bond.

All other policy conditions remain unchanged.	SD8109(C)/UQA0065		
Attached to and forming part of	VARIOUS COMPANIES of the		
	Thomas B. Sears, Inc. BY:		
THOMAS E SEARS. INC. JOHN MANCOCK TOWER 208 CLARENDON STREET EOSTON MAIS. 32119			

#### ENDORSEMENT

	1	1	5	(P	194	4	of	4
<b>Endorsement</b>	No.							
April	1.	1	91	13				

9. This Bond is subject otherwise to the terms and conditions of the policy of which it forms part and nothing contained herein shall operate to increase Underwriters\* limit of liability of \$5,000,000 in respect of any one occurrence.

# SCHEDULE OF UNDERLYING INSURANCE

# TYPE OF INSURANCE

UNDERLYING LIMITS OF LIABILITY

World Wide Commercial Blanket Bond - Fidelity Insurance \$3,000,000

All other policy conditions remain unchange	rd.		
	SD8019(C)/UQA0	065	
Attached to and forming part of			, of the
· · · · · · · · · · · · · · · · · · ·	VARIOUS COMPAN	ies	
	THOMAS By SEAR	8y - 110Cy +	
	BY:	•	
THOMAS E. SEARS. Inc.			
John Mancocx Tower 200 Clarendon Street			
SOR CTRUMNOCH BINEE!			

### ENDORSEMENT

Endorsement Na.		 	4	-	
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April 1, 1983

# EMPLOYEE PENEFIT LIABILITY INSURANCE

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that this Policy is extended to indemnify the Assured in respect of all sums which the Assured shall become legally obliqueted to pay on account of any claim made against the Assured and caused by any negligent act, error or omission of the Assured or any other person for whose acts the Assured is legally liable in the administration of the Assured's Employee Benefit Programs as defined herein.

The term "Assured" wherever used in this addendum shall mean the Named Assured under this Policy and any partner, executive officer, director, stockholder or employee, provided such employee is authorized to act in the administration of the Named Assured's Employee Benefit Programs.

The term "Employee Benefit Programs" shall mean group life insurance, group accident or health insurance, pension plans, employee stock subscription plans, workmens compensation, unemployment insurance, social security, disability benefits and any other similar Employee Benefit Programs.

The term "Administration" shall mean -

BOSTON, MASS. 02119

- (1) Giving counsel to employees, annuitants or their representatives with respect to the Employee Benefit Programs;
- (2) Interpreting the Employee Benefit Programs;
- (3) Mandling of records in connection with the Employee Benefit Programs;
- (4) Effecting enrollment of employees under the Employee Benefit Programs;
- all provided such acts authorised by the Named Assured.

9(C)/UQA0065 of the
of the
NIS COMPANIES
M E. SEARS, INC.

#### **ENDORSEMENT**

Endorsement No. \_\_\_\_\_14(Page 2 of 2)

April 1, 1983

This extension of coverage shall not however amply to -

- (a) any dishonest, fraudulent, criminal or malicious act
- (b) any claim for failure of performance of contract by any insurer.
- (c) any claims based upon failure of stock to produce financial gain as represented by the Assured or any employee thereof.
- (d) any loss or claim based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, and amendments thereto, or similar provisions of any Pederal, State or Local Statutory Law or Common Law.

For the purpose of this Addendum the term "occurrence" as used in this Policy shall mean a claim brought against the Assured during the Policy Period. If during the Policy Period the Assured shall become aware of any event which may subsequently give rise to a claim against them by reason of any negligent act, error or omission and shall during the Policy Period give written notice to the Underwriters' representative of such event, any claim which may subsequently be made against the Assured arising out of that negligent act, error or omission shall be deemed for the purpose of this Addendum to have been made during the Policy Period.

This extension of coverage shall be subject otherwise to the terms, conditions and limitations of this Policy subject to the limit in respect of each occurrence being the Underwriters' liability hereunder for any one or all claims brought against the Assured during each annual period.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

All other policy conditions remain unchanged.	
Attached to and forming part of	SD8819(C)/UQA0945 of the
	VARIOUS COMPANIES
	Thomas B. Bears, Inc
THOMAS E. SEARE. Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116	BY:

# **ENDORSEMENT**

Endorsement	No.	<del>13</del>

April 1, 1983

Notwithstanding anything contained herein to the contrary, it is understood and agreed that insofar as coverage is available to the Assured in the Underlying Insurance as set out in the schedule attached to this insurance, the following is added to this insurance as an Additional Assured:

Polyamide Intermediates Limited (P.I.L.)

It is further understood and agreed that with respect to the foregoing, this insurance shall not apply to loss or damage to Monsanto property. It is also understood and agreed that revenue resulting from this Additional Assured shall be included in the gross revenue reported to the Underwriters for adjustment in accordance with the policy conditions.

All other policy conditions remain unchanged.	
Attached to and forming part of	SD8019(C)/DQA0065 of the
	VARIOUS COMPANIES THOMAS E. SEARS, INC.
THOMAS E. SEARS. Inc. JOHN MANGOCH TOWER TO CLASSINGON STREET	BYs

BOSTON, MASS. 02116

# **ENDORSEMENT**

Endorsement	No.	12
April	١,	1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance excludes Charterers Legal Liability, Protection and Indemnity and Bumbershoot Liability as respects the "S.S. Edgar M. Queeny".

All other policy conditions remain unchanged.	
•	SD8019(C)/UQA0065
Attached to and forming part of	,
	VARIOUS COMPANIES
The second secon	THOMAS . B SEARS THE
	BY:
THOMAS E. SEARS. Inc.	
JOMN HANGOCK TOWER 308 CLARENDON STREET	
SOU CLAMENOUN AINEE!	

### **ENDORSEMENT**

Endorsemen	t No.	
Anril	1.	1987

It is hereby understood and agreed that Exclusion (b) appearing on page 4 of the wording attached hereto is hereby deemed to be deleted and amended to read as follows:

b) to personal injury, property damage or advertising liability arising out of the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not designated in this policy as a Named Assured.



All other policy conditions remain unchanged.				
Attached to and forming part of	SD8019(C)/UQA0065	f th		
	VARIOUS COMPANIES THOMAS E. SEARS, INC			
THOMAS E. SEARS. INC. JOHN HANCOCK TOWER 20S CLARENOON STREET BOSTON, MASS. 02116	BYs			

# **ENDORSEMENT**

Endorsement No.	<del></del>
April 1	1002

NOTWITHSTANDING the fact that the limits shown in the Schedule of Underlying Insurances are expressed in United States Dollars, it is understood and screed that where underlying insurance is carried in currencies other than United States Dollars, the limit required in such other currency shall be a figure which, taking into consideration any adverse difference in exchange is equivalent to not less than 96% of the United States Dollar limit shown in the Schedule of Underlying Insurances.

All other policy conditions remain unchanged.		
Attached to and forming part of	SD8019(C)/UQA0065 of the	
THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET SOSTON, MASS. 02116	VARIOUS COMPANIES THOMAS E. SEARS, INC. RY;	

# **ENDORSEMENT**

Endorsement No.	9	
Annell 1	1003	

It is agreed that the insurance does not apply to personal injury or property damage arising out of the discharce, dispersal, release or escape of smoke, vapors, soot, fures, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharce, dispersal, release or ascape is both sudden and accidental.

All other policy conditions remain unchanged.		
	508019(C)/UCA0065	
Attached to and forming part of	,	, ,
	VARIOUS COMPANIES	
	THOMAS E. SEARS, INC.	
	BYI	
THOMAS E. SEARS. Inc.		• · · · • • · · · · • • · · · · · · · ·
JOHN HANCOCK TOWER 200 CLARENDON STREET		•
BOSTON, MASS, 02116		

# **ENDORSEMENT**

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Endorsement	Na.	
April	1 _	1943

Joint Ventures. With respect to liability of the assured as a member, whether operating or otherwise, of any joint venture martnership, joint lease or joint operating agreement (herein called joint venture),

- 1) the limit of liability stated in the declarations shall be reduced to an amount of which hears the same relationship to such designated limit of liability as the assured's percentage of participation in such foint venture cears to the total percentage of all members! participation therein, and
- 2) with respect to liability assumed by the assumed as a member of a foint venture, Underwriters shall not be libble for a greater share of caracas arising out of each occurrence than the assured's percentage in such joint venture hears to the total percentage of all members! participation therein,

but this paragraph does not apply to the limit of limility designated in the declarations as "aggregate" or to any deductible amount. If the assured's percentage of participation cannot be determined by a written joint venture agreement, the assured shall be deemed to be carticipating no greater than equally with all other members of such joint venture. In no event shall insolvency of any member of the joint venture increase Underwriters' liability hereunder.

All other policy conditions remain unchanged.

458019(C)/UCA0065 Attached to and forming part of . ....... VARIOUS COMPANIES THOMAS E. SEARS, INC. PY: THOMAS E. SEARS, Inc. JOHN HANGOCK TOWER 208 CLARENDON STREET

BOSTON, MASS. 02116

# ENDORSEMENT

Endorsament	No.	7	
April	١,	1983	

It is understood and agreed that all claims reserved primary Comprehensive General Liability Insurers for \$1,000,000 or more are to be referred to Peterson, Ross, Schloerb & Seidel, who shall have the option to co-operate in the defense of such claims.

It is further understood and agreed that Peterson, Ross, Schloerb & Seidel will review the impairment of Primary aggregates Semi-Annually and that such review will be submitted to the Underwriters within 60 days of the close of each Semi-Annual period.

All other policy conditions remain unchanged.	,
Attached to and forming part of	SD8019(C)/UQA0065
	VARIOUS COMPANIES THOMAS E. SEARS, INC.
	BYı
THOMAS E. SEARS, Inc.	***************************************
iohn Mancock Tower Iso Clarendon Street	•
BOSTON, MASS. 02116	

#### ENDORSEMENT

Endorsement No. \_\_\_\_\_\_5

April 1, 1983

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Policy shall not apply to:

- A.) Personal Indury or Property Damage arising out of any charmaceutical Product other than raw material supplied to manufacturing Chemists and "A.O.H.A." and "A.E.H.A.".
- B.) Loss of and/or damage to Leased Premises

3

All other policy conditions remain unchanged.

Attached to and forming part of

VARICUS COMPANIES

THOMAS E. SEARS, INC.

BY:

SOS CLAPENDON STREET

BOSTON, MARS. 02116

# **ENDORSEMENT**

Endorsement	No.	5
April	١,	1983

It is further understood and egreed that except insofour as coverage is available to the Assured in the Underlying Insurances as set out in the attached Schedule, this Policy shall not apply to:-

- A.) Punitive and/or Exemplary Damages except as absolutely excluded elsewhere berein
- 9.) the Dishility of Employees
- C.) Medical Malrractice
- 1.) Ciability resulting from Ownership, Whitherappe and/or Operation of any Fock, Wharf and/or Ouev Cacility
- E.) Liability resulting from Ownership, Orerations and/or Maintenance of any railroad
- P.) Liability resulting from Watercraft in the Assured's Care, Custody or Control
- G.) Foreign Omerations and/or sales L See endormer
- H.) Owned/Non-Owned Watercraft Liability except as absolutely excluded elsewhere herein
- I.) Charterers Liability, except as absolutely excluded clsewhere herein
- J.) Personal Injury, except as absolutely excluded elsewhere herein

All other policy conditions remain unchanged.			
Attached to and forming part of	508019(C)/UQAU065	of the	
-	VARIOUS COMPANIES	•	
The second secon	THOMAS E. SEARS, INC.		
	BY:		
THOMAS E. SEARS, INC. JOHN HANCOCK TOWER THE STATE OF THE		***************************************	

POSTON, MASS. 02115

# **ENDORSEMENT**

Endorsement	No.	4
April	1.	1983

# 1. DEPINITION OF "NAMED ASSURED"

(A) Monsanto Company and/or subsidiaries, nowhere and controlled companies, held directly or indirectly, as now hereafter constituted; and associated and affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Notwithstanding the foregoing, the name of the Assured is subject to the terms and conditions of the Joint Verture Clause forming part of this policy.

- 2. Monsanto Company is authorized to act in behalf of all interests included as "amed Assureds with respect to all natters relating to insurance afformed by this insurance, including the giving and proceiving of motion of cancellation, the paying of premiums and receiving of return premiums, if any.
- 3. The following are included as Assureds hereunder:
  - (A) "M-E" and Emery Industries, Inc., but only with respect to
    Liability arising from the operations of Monsanto Company or 8-1-83
    arising from the maintenance and use of the premises at hitro
    West Virginia but only for any limit of insurance mreater than
    that specified in the Monsanto Forery agreement.
  - (B) TOSCO Corporation but only with respect to Liability arising from the operations of Monsanto Company at plants jointly owned by Monsanto Company and TOSCO Corporation at Avon, California but not for any limit of insurance greater that that specified in the Monsanto TOSCO agreement.
  - (C) Slay Tulk Terminals, Inc. is included as an Additional Assured hereunder but only with respect to the Liability arising from the operations of Monsanto Company at Barton Street terminals, and subject to the limit of insurance as specified in the Warton Street operating agreements.

Nothing contained in the foregoing shall increase uncerwriters limit of liability under this policy from that shown in the declarations.

All other policy conditions remain unchanged.		
Attached to and forming part of	508019(C)/UQAQ065	of the
	various companies	
the second control of	THOPAS E. SEARS, INC.	•••••
	BY:	
THOMAS E. SEARS. Inc.	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	• • • • • • • • • • • • • • • • • • • •
JOHN HANCOCK TOWER 206 CLARENOON STREET		
BOSTON, MASS, 02116		

# ENDORSEMENT

Endorsement	Na.	3	
April	١,	1983	

Notwithstanding anything contained herein to the contrary in Condition A of the attached wording, it is hereby agreed that the premium for this policy of \$1,950,000 is due and payable in installments as follows:

April 1, 1983 \$650,000 April 1, 1984 \$650,000 April 1, 1985 \$650,000

The premiums shown above are applicable to 100% of the limits of liamility stated in this Policy.

Wil Giller, Bolick countrious returns accountage	•	
Attached to and forming part of	SD8019(C)/UQA0065	of the
	VARIOUS COMPANIES THOMAS E. SEARE, INC.	•••••
THOMAS E, SEARS, Inc. JOHN HANGOCK TOWER 205 CLARENDON STREET SOSTON, MASS, 02:16		• • • • • • • • • • • • • • • • • • • •

#### Endorsement No. 2

#### ECMSANTO COMPANY

#### SCHEDULE OF UNDERLYING INSUPANCES

- I. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY I'A Except for Fisher Controls Corporation of Delaware (U.S.A. and Canada) and Monsanto Canada Limited
  - (a) Joint Venture Liability as respects Monsanto, limited to Monsanto's percentage interest in Joint Venture, i.e. percent of \$2,000,000 not less than \$1,000,000
  - (b) Limits as respects all other coverages:

#### Occurrence

\$2,000,000 each occurrence

Bodily Injury and Property Damage CSL

### Aggregate

\$5,000,000 in the aggregate annually as respects Products/Completed Operations - Personal Injury and Property Dawage

\$2,000,000 in the addresste annually es respects Personal Injury other than resulting from Products/Completed Operations

\$2,000,000 in the aggregate annually as respects Malpractice Injury

52,000,000 in the addreque annually as respects Property Damage separately for (A) through (B) below and separately for each project away from premises in (A) below:

- (A) Independent Contractors, etc.
- (B) Contractual other than incidental contract

but in event annual aggregate as respects (A) above is exhausted \$500,000 any one loss in respect of contracts between Assured and ACBL and Alliance Marine (self-insured) shall apply

## Employee Benefits Liability

\$2,000,000 each employee ) self-insured \$2,000,000 in the aggregate annually)

#### PAZA THO

- .I. PMPLOYRES LIABILITY AND PASSOTERS LIAPILITY AS SESPECTS OFFICE ALONAL PISPAGE
  - (a) Insurance Cordany of North America All States

Coverage 6 - 6.5. 11,000,000 any one occurrence

0.6. 11,000,000 in the amprecate engually ter

state as trapects force attend

Disease

111. AUVESTISING LIABILITY (morldwide)

VIII.

51,000,000 (Self-Insured)

1V. MATERCHAPT LIABILITY as rescects owned and leased parties

Protection and Indemnity - \$5,050,000 any one occurrence

v. rokeign insurance - comprehensive maneral and automobile limitary (Subject to normal local policy conditions) - Various

Finisum libita equivalents

Property Desage U.S. 5250,000/5500,000/5500,000 Property Desage U.S. 5200,000/5500,000

or limits actually carried, whichever is oreater

VI. AVIATION GEGAL LIABILITY AR respects bonsanto Corrany, its V.C. aucaidiagies and Bonsanto Consts, Etc. (Porloutic)

SIP,000,000 Combined Single Limit including non-numed and hired

VII. CHAPTIKER'S LEGAL LIABILITY IN PREPRCY OF UNSPECIFIED VERSELS as respects Monanto Company and its U.S. Subsidiaries, and PAL, Australian Fluorine Chemicals Pty Limited, Mydrocar' on Products Pty Limited, Revines Australia Limited

52,000,000 any one loss Monsanto Vil & Mas Division separately insured

CHARTERER'S LEGAL LIABILITY IN SESPECT OF UNSPECIFIED VESSELS AN KARPECER Monagato, P.L.C. and Resociated and affiliated companies

Underwriters at Lloyd's of Lightness any one less London and Various Companies

IX. COMPREHENSIVE GENERAL LIBBILITY AND AUTOMOBILE LIABILITY as respects Assured's subsidiary Fisher Controls International, Inc. excluding Fisher Controls of Canada --

\$1,000,000 any one occurrence
\$1,000,000 in the apprecate where
applicable (Provided
by the main Toneanto
self-insured (regram)

Combined Single Light Poddily Indusy and Property Lamese

#### FASH THEAM

Y. CUMPREHENSIVE GENERAL LINETITY AND MUTCHORTE LINELITY on respects consents Canada Inc., and foresots Cila Ltd. including Fisher Controls of Canada, however, the introcupress a sur limit of:

Combined Single Limit Codily Indury end/or Procesty Serage CAMER, GOO, 300 any one occurrence CAMER, GOO, AND ANDUSI ADDRESS where acclicable

CHARLEMEN IN PROBECT OF PERSON COMPROSS COMPANY OF CAMARA

Complied Single Lists Could Industry and Ver Property Canada

SARVI, 100,000 and one negureros Cauli, 106,000 annual angresate where amplicable

T. PITTLITY

53,000,000

TIL. PATER DALITY INSURANCE SYNCICATE

Mertion B + \$5,000,000 any one occurrence

-III. TECRUT REPRACE COMPRESATION

 $v_*4$ ,  $f1_*600_*600$  any one occurrence except as respects Occurational. Siscance, where:

C.C. 91,000,000 any one employee and in the accreate annually ser State

INCESS Pra

U.S. 5 100,000 any one employee

>10, 'il and/or Cam Exploration and Development Operations of the Assured and all operations incidental thereto

#100,000,000

EV. STEPAGE, FOLLOTION AND CONTAMINATION LIBRILITY in respect of Oil and see operations

\$15,000,000 any one occurrence or such lesser amount as may be recoverable but in no case less than \$2,000,000 any one occurrence (self-irsured)

\*VI. Annured a 50% Interest - Hydrocarbon Products Pty Limited

a) Unorella (Norldwide)

1. 54,000,000

 coneral Liability and Products Liability troviding difference in conditions coverage for A. \$1,000,000

c) Projucts Liability

3. 71,000,000 300/08

.) Fublic Liability

A. ST,000,000

and coverage efforted under Item a) above

#### Page four

- AVII. COMPREHENSIVE GENERAL LIARILITY AND ALTOMORIUS LIARILITY as respects Monsento Australia 120. And subsidiary companies
  - A. \$1,000,000 any one occurrence
  - esserves laurna CCO, CCC, 11.
- AVITE OF MAKENGIVE OFFERAL LIABILITY AND AUTOMOBILE LIABILITY as reprects Monsanto PLC and subsidiary companies
  - 4 1,000,000 sey one occurrence
  - 1,000,000 annual sagregate where applicable
  - via. Companies desert transcript and automobile transcript as respects hadreton bypasics, inc. and sucsidiary companies
    - \$ 500,000 any one occurrence
    - 5 500,000 annual aggregate where applicable
  - IX. UMBRELLA LIABILITY excess of 41%, shows
    - 3 2,000,000 any one occurrence
    - 5 2,000,500 annual angregate where applicable

#### ENDORSEMENT

Endorsemer	1 ( ) 11 NO.	Page 1	of 2)	)	
April		1983		#	3 5
4-1-64		1983	توسور .	••`	

## BROAD AS PRIMARY RIDER

It is hereby understood and agreed that in the event the Assured suffers a loss which is covered under the nolicies of the underlying insurance as set out in the schedule attached to this policy, the excess of which would be payable under this policy, except for terms and conditions of this policy which are not consistent with the underlying insurances, then notwithstanding anything contained in this policy to the contrary this Policy shall be amended to follow and be subject to the terms and conditions of such underlying insurances in respect of such loss.

The foregoing shall not, however, apply to:

- (1) Any coverage given under the underlying insurances for limits less than the full limit of the said underlying policy as stated in the schedule hereto.
- (2) Any nuclear incident exclusion clause attached to this policy.
- (3) Any seemade and pollution exclusion clause attached to this holicy.
- (4) Exclusion (A) of this policy.
- (5) Exclusion (E) of this policy.
- (6) Charterers Legal Liability, Protection Indemnity or Bumbershoot Liability as respects the "G.S. Edgar N. Queeny".
- (7) "Joint Ventures", which coverage shall be in accordance with the ettached Joint Ventures Clause unless otherwise provided herein.
- (6) Personal Injury or Property Pamage arising out of any "pharmaceutical products" other than naw material supplied to manufacturing chemists and "A.O.H.A." and "A.E.H.A."

All other policy conditions remain unchanged.	ED8019(C)/UQA0065
	VARIOUS COMPANIES THOMAS E. SHAPS, INC.
The second secon	DY:
THOMAS E SEARS. Inc. JOHN HANGOCK TOWER 200 CLARENDON STREET ECATON, MASS. 03116	

#### **ENDORSEMENT**

Endorsement No. 1 (Page 2 of 2)
April 1, 1983

- (9) The definition of "ultimate net loss" which shall remain in accordance with definition 7 of the workings of this policy.
- (10) Loss of and/or damage to leased premises.
- (11) The "Prompt Notice" provisions of this policy.
- (12) The carcellation provisions of this policy.
- (13) Claims based upon the Employee Retirement Income Security Act of 1974.
- (14) Fidelity Coverage such as it afforded berounder shall he in accordance with Endormement No. 21 of this coverage.

It is further understood and agreed that coverage provided by the Underlying Comprehensive General Liability Policy No. ISG1107 with Insurance Company of North America will not be further extended without obtaining agreement from Underwriters hereon. In the event of Underwriters hereon not agreeing to such further extension, coverage will be provided hereon as if such extension had not been granted.

All other policy conditions remain unchanged.		
Attached to and forming part of	SD4019(C)/UQA0065	of the
	VARIOUS COMPANIES	
	THOMAS E. SEARS, INC.	
THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER ZUS CLARENDON STREET BOSTON MASS. 63116	•	

## THOMAS E · SEARS · INC.

TELEPHONE 617 424:1600 TELEX NUMBER 34:0635

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

#### PEVISED

Insurance Cover Note - No. :

SD8020(L)/UQA0066

Renewal Of: SD7024(L)/UMA0224

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England,

ASSURED: Monsanto Company, Et Al

800 North Lindbergh Boulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Morkers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$15,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$15,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$15,000,000 as indicated above but only to pay the excess of:

- .. \$5,000,000 Umbrella Coverage which in turn is in excess of:
- 2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983 TO: April 1, 1986
Both Days 12:01 A.M. Standard Time

PREMIUM: \$900,000 (Por 100% of

Cover)
Plus 3 Year Flat Charge for Fidelity: \$15,000

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

12th

day of January

19 84

THOMAS E. SEARS, INC.

**y .** . *. .* . . . . . . . . . .

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

. and

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## ENDORSEMENT

Endorsement No

It is hereby understood and agreed that effective April 1, 1984, the premium hereon is amended to read as follows:

April 1, 1984 \$265,625 April 1, 1985 \$265,625

All other policy conditions remain unchanged.	
Attached to and forming part of	ED8620 (L) /UQAGG66 of the
	UNDERWRITERS AT LLOYD'S OF LONDON THOMAS 1. SEARS, INC.
THOMAS E. SEARS. Inc. JOHN MANCOCK TOWER 200 GLARENDON STREET #05TON, MASS. 02116	BY:

## **ENDORSEMENT**

<b></b>

It is hereby understood and agreed that effective April 1, 1984, Endorsement No. 2 is cancelled and replaced with the following:

INSURED:	MONSANTO COMPANY, ET AL	
It is understood an	nd agreed that	% of the Insurance describes
	e to which this endorsement is attached is subscribed to by Under	

Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of	SD3020 (L) /DQA0066 of the
	UNDERWRITERS AT LLOYD'S OF LONDON
	THOMAS E. SEARS, INC.
THOMAS E. SEARS, Inc. John Mancock Tower 200 Clarendon Street Souton, Mass. 02116	• • • • • • • • • • • • • • • • • • •

## **ENDORSEMENT**

Endorsement No	4
B.144.641.16111.114	

It is hereby understood and agreed that effective April 1, 1984, this coverage no longer applies with respect to Fidelity Insurance.

All other policy conditions remain unchanged.	
Attached to and forming part of ,	SD8020 (L) /UQA0066 of the
	UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC.
THOMAS E SEARS. Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116	RY.

## **ENDORSEMENT**

Endorsement No.	4
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It is hereby understood and agreed that effective April 1, 1984, this coverage no longer applies with respect to Fidelity Insurance.

Attached to and forming part of SD8020 (L) /UQA0066 of the UNDERWRITERS AT LLOYD'S OF LONDON

THOMAS E, SEARS. Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116

All other policy conditions remain unchanged.

## **ENDORSEMENT**

	3	
Endorsement No.		

It has been understood and agreed by Underwriters that with effect from December 1, 1983, the following entity is added hereon as an additional Assured:-

HILL SAMUEL AUSTRALIA, LIMITED 20 Bond Street, Sydney, Australia

-As respects their premises which have been lessed to Fisher Controls PTY, Limited.

All other policy conditions remain unchanged.	
Attached to and forming part of	SD8020(L)/UQA0066 of the
	UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC.
THOMAS & SEARS, Inc.	BY:
JOHN MANCOCK TOWER ROS CLAMENOON STREET BOSTON, MASS, 08116	

EN	DO	1 D C	TAM		T
E IT	טע	כתי	LW	L.	1 1

Endorsement No.

April 1, 1983

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114.51	Jen	P.I	יכו

MONSANTO COMPANY, ET AL

## **ENDORSEMENT**

•	T .
Endorsement No.	
April 1.	1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.	
Attached to and forming part of	SD8020(L)/UQA0066 of the
	UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC.
THOMAS E. SEARS. INC. JOHN HANCOCK TOWER 208 CLARENOON STREET SOSTON, MASS, 02116	BY:

## THOMAS E · SEARS · INC ·

\*ELEPHONE 517 424-1600 FELEX NUMBER 34/2635

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET **BOSTON. MASS. 02116** 

#### REVISED

Insurance Cover Note – No. :

SD8020(C)/UQA0066

Renewal Of:

Renewal Of: SD7024(C)/UNA0224

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Mcnsanto Company, Et Al

800 North Lindbergh Boulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$15,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$15,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$15,000,000 as indicated above but only to pay the excess of:

- \$5,000,000 Umbrella Coverage which in turn is in excess of:
- (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

FROM: April 1, 1983 TO: April 1, 1986 PERIOD: Both Days 12:01 A.H. Standard Time

\$900,000 (For 100% of

COAGE)

Plus 3 Year Plat Charge for Pidelity: \$15,000

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

12th

day of January

THOMAS E. SEARS, INC.

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

, and

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## **ENDORSEMENT**

Engorsement No.

It is hereby understood and agreed that effective April 1, 1984, the premium hereon is amended to read as follows:

April 1, 1984 \$265,625 April 1, 1985 \$265,625

All other policy conditions remain unchanged.		
Attached to and forming part of	8D8020(C)/DQA0066	of the
	VARIOUS COMPANIES	
	THOMAS E. SEARS, INC.	
THE	BY:	
THOMAS E, SEARS, Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02:16		• • • • • •

# It is hereby understood and agreed that effective April 1, 1984 Endorsement No. 2 is cancelled and replaced with the following:

#### **ENDORSEMENT**

Endorsement No

### INSURED: MONSANTO COMPANY, ET AL

COMPANY	: : : :	PROPORTION
CNA Reinsurance of London, Limited	:	4.89514
Folksem International Insurance Company, L	imited	2.79720
United States Fire Insurance Company		13.93600
Bermuda Fire and Marine Insurance Company,	Limited	5.59479
Brittany Insurance Limited		2.79694
Walbrook Insurance Company, Limited	24.73%)	
El Paso Insurance Company, Limited	10.75%)	
Dert & Kraft Insurance Company, Limited	18.82%)	
Louisville Insurance Company, Limited	8.06%	
Ludgate Insurance Company, Limited	6.45%)	
Bermuda Fire & Harine Insurance Company, L.		55.9441%
"Winterthur" Swiss Insurance Company	10.75%)	
Mutual Reinsurance Company, Limited	9.684)	
Compagnie Europeane d'Assurances	7.000/	
Industrialles S.A.	2 1501	
VIDIGE FRY STYRE DIV.	2.15%)	86.01408

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of SDS020 (C) / UQA0066 of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC. BY:

THOMAS E. SEARS, Inc. John Hancock Tower 200 Clarendon Street Boston, Mass. 02116

## **ENDORSEMENT**

Endorsement No.	4
-----------------	---

It is hereby understood and agreed that effective April 1, 1984, this coverage no longer applies with respect to Fidelity Insurance.

All other policy conditions remain unchanged.

SD8020 (C) /UQA0066

Attached to and forming part of

of the

VARIOUS COMPANIES
THOMAS E. SEARS, INC.

THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116

#### **ENDORSEMENT**

Endorsement No.	4

It is hereby understood and agreed that effective April 1, 1984, this coverage no longer applies with respect to Fidelity Insurance.

Attached to and forming part of SD8020 (C) /UQA0066 of the VARIOUS COMPANIES
THOMAS E SEARS, INC.
BY:

THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02118

All other policy conditions remain unchanged.

## **ENDORSEMENT**

		3
Endorsement	Na.	

It has been understood and agreed by Underwriters that with effect from December 1, 1983, the following entity is added hereon as an additional Assured:-

EILL SANUEL AUSTRALIA, LIMITED 20 Bond Street, Sydney, Australia

-As respects their premises which have been lessed to Fisher Centrols PTY, Limited.

THOMAS E, SEARS, INC. JOHN MANCOCK TOWER 200 CLAMENDON STREET BOSTON, MASS, 02110

All other policy conditions remain unchanged.

### **ENDORSEMENT**

	ENDORSEMEN I	:	
			2
	Er	dorsement No	
		April	1, 1983
INSURED:	MONSANTO COMPANY, ET AL		
in the Cover Note to which	that 88,64169 of 85 h this endorsement is attached is underwritten by the follow and each Company being entitled to a similar percent	lowing Companies	each for its proportion or
COMPANY			PROPORTION
Lexington Ins Dominion Insu	ce of London, Ltd. urance Company rance Company nal Life Insurance Society, Ltd		8.5188% 11.7647% 3.7861%
United States Folksam Inter	Fire Insurance Company national Insurance Co., Ltd.		3.9754% 5.6791% 2.2717%
The Bermude ? Brittany Insu	ire & Marine Insurance Co., Ltd	33.33339)	6.8150%
El Paso Insur Dart and Kraf	ance Company, Ltd. t Insurance Company, Ltd.	35.93964) 15.62274) 27.35074)	
Ludgate Insur	surance Company, Ltd. ance Company, Ltd.	11.7134%)	
The Bermuda F	vers Underwriting Agencies, Ltd ire & Marine Insurance Co., Ltd Schweizerische Versicherungs-	. 27.6050 <b>1</b> )	
Gesellscha: Mutual Reinsur Compagnie Euro	ft rance Company, Ltd. opeene d'Assurances	34.46629) 31.0356 <b>9</b> )	14.1706%
Industriel: La Belgique I		6.8932 <b>%</b> ) BAC <b>OS</b>	
Mutuelle	a ai7 44		.3975% 88.6416%
Exclus Tax as Indicated to the Collector of	cred TAX 8 3.017.44  on is subject to 1. 8. Federal rised above andIl be pold by us internal fire sinus in accordance internal January 1, 1966, or any A.	* *	
	4% TAX CLAUSE		
Notice is hereby given that premium payable hereon to	the Underwriters have agreed to allow for the purpose to the extent such premium is subject to Federal Excise 1	of paying the Feder	ral Excise Tax 4% of the
It is understood and agreed from the amount of the ret	that in the event of any return of premium becoming due turn and the Assured or his agent should take steps to re	hereunder the Und	erwriters will deduct 4 % the U.S. Covernment.
Attached to and forming pa	rt of SD8020(C)/UQA0066		of the
	THOMAS E. SEARS, INC.	<u></u>	
THOMAS E. SEARS, Inc. John Hancock Tower 200 Clarendon Street Boston, Mass. 02116	BY:	······································	•••••

#### **ENDORSEMENT**

		1
Endorsement	No.	<del></del>
April	1,	1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchang	<b>1944.</b>	
Attached to and forming part of	SD8020(C)/UQA0066	, of the
	VARIOUS COMPANIES	
	THOMAS E. SEARS, INC.	
_	BY:	
THOMAS E, SEARS, Inc. JOHN MANCOCK TOWER		********
200 CLARENDON STREET		
BOSTON, MASS, 02116		

## **ENDORSEMENT**

Endorsement No. 5 (Revised)

It is hereby understood and agreed that effective April 1, 1984, Endorsement No. 2 is cancelled and replaced with the following:

INSURED:	PORBARTO	COMPANY,	ET AL	
It is understood and agr	eed that	13.98604	of 70.833334	% of the Insurance described
in the Cover Note to w	hich this endorsemen	nt is attached is	subscribed to by Underwrite	ers at Lloyd's, London, England, these
Underwriters being ent	titled to a similar ner	centage of the i	premium indicated berein	

	SD8020(L)/UQA0066 UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC.	of the
THOMAS E. SEARS, Inc. John Hencock Tower 200 Clarendon Street Boston, Mass. 02116	BY:	

# It is hereby understood and agreed that effective April 1, 1984 Fndorsement No. 2 is cancelled and replaced with the following:

## **ENDORSEMENT**

5 (Revised)

Endorsement No. . . .

#### MONSANTO COMPANY, ET AL

#### INSURED:

86.0140% of 70.83333%

COMPANY		PROPORTION
CNA Reinsurance of London, Limited		4.8951%
Folksam International Insurance Company,	Limited	2.7972%
United States Fire Insurance Company		13.9860%
Bermuda Fire and Marine Insurance Compan	y, Limited	5.59474
Prittany Insurance Limited	••	2.79691
Walbrook Insurance Company, Limited	24.73%)	-,,-
El Pago Insurance Company, Limited	10.75%)	
Dart & Kraft Insurance Company, Limited	18.82%)	
Louisville Insurance Company, Limited	8.06%)	
Ludgate Insurance Company, Limited	6.45%)	55.94419
Rermuda Fire & Marine Insurance	,	
Company, Limited	8.61%)	
"Winterthur" Swiss Insurance Company	10.75%)	
Mutual Reinsurance Company, Limited	9.689)	
Compagnie Europeane d'Assurances	2 4561	
Industrielles S.A.	2.154)	86.01404

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4 % from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of VARIOUS COMPANIES
THOMAS E, SEARS, INC.

BY:

THOMAS E. SEARS, Inc. John Hancock Tower 200 Clarendon Street Boston, Mass. 02116

## **ENDORSEMENT**

Endorsement h	4n	10	

In consideration of an additional premium of \$18,450 it is hereby understood and agreed that 15% of this layer (\$2,250,000) is extended for a period of 30 days to expire May 1, 1986.

All other policy conditions remain unchanged.

Attached to and forming part of	5D8020(L)/TOA0066 of the
	UNDERWRITERS AT LLOYD'S OF LONDON TROMAS F. SFARS, IMC.
THOMAS E SEARS, INC. JOHN MANCOCK TOWER 208 CLARENDON STREET BOSTON, MASS, 02119	PY

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			 T	

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Endo	-	

It is hereby understood and acreed that effective April 1, 1985, Endorsment No. 5 (Revised) is cancelled and replaced with the following:

_	•	-	-	•

MONSANTO COMPANY, ET AL

Attached to and forming part of	SD8620(L)/UOA0065 of the
	UPDEPERITERS AT LLOYD'S OF LOWDON THOMAS E. SEARS, INC.
THOMAS E. SEARS, Inc. John Hancook Tower 200 Clarendon Street	BY:

#### **ENDORSEMENT**

		_	
Endorsement	MA		

It is hereby understood and agreed that effective April 1, 1985, this Cover Note is amended to read as follows:

Risks or Resards Covered: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$8,325,000 Part Of \$15,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$8,325,000 Part Of \$15,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

Amounts or Limits Insured: \$8,325,000 Pert Of \$15,000,000 as indicated above but only to pay the excess of:

1. \$5,000,000 Umbrella Coverage which in turn is in excess of:

2. al Underlying Insurance as set forth in Cover Note No. \$D8019 or b) \$100,000 Ultimate Net Loss in respect of each occurrence

Premium: \$832,500 (For 1000 Bereon)

All other policy conditions remain unchanged.	
Attached to and forming part of	SDS020(L)/UQA0066 UNDERWRITERS AT LLOYD'S OF LONDON of the
	THOMAS S. SEARS, INC.
THOMAS E. SEARS. Inc. JOHN HANGOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116	

#### **ENDORSEMENT**

	-	_	
Endorsement	No.	7	

It is hereby understood and agreed that with effect from the inception date of this policy where the Named Assured has knowledge as at or prior to the inception date of any annual policy period hereon with regard to any claims, situations or circumstances which have arisen and or occurred in the past or which may arise and or occur in the future with respect to seepage, pollution and/or contamination from:

- (A) Any land and/or water site and/or facility owned, leased and/or operated by the Assured and used for the disposal and/or dumping of industrial waste materials.
- (B) Any operation provided by and/or on behalf of the Assured for the disposal, dumping an/or removal of industrial waste materials.

this policy will not cover with respect to operations described in (A) and (B) above:

- (1) Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- (3) Fine, penalties, punitive or exemplary damages with respect to (1) and (2) above.
  - (4) Any cost or expense associated with (1) (2) or (3) above.

All other policy conditions remain unchanged.	SD8 020(L)/UOA0046	
Attached to and forming part of		
	BY:	
THOMAS E SEARS, INS. JOHN HANCOCK TOWER 200 CLAROCK THEET BOSTON, MASS, 69116		

It is hereby understood and agreed that effective April 1, 1985, Endorsement No. 5 (Revised) is cancelled and replaced with the following:

## ENDORSEMENT

		1	
		Endorsement No	· <del></del>
		:	
INSURED:	MONSAPTO COMP	any. Et al	
<del></del>		•	. <b></b>
It is understood and agreed that	· · · 74 · 7748 · · · 01 · 5: t is attached is underwritter any being entitled to a simi	5, 50 % by the following Compani lar percentage of the premi	6 of the Insurance describe 86 each for its proportion o um indicated herein:
COMPANY			PROPORTION
Polksam International I			.9009
Welbrook Insurance Compa		34.75%) 11.30%)	
Dert and Kraft Insurance		}	
Limited		22.004)	
Louisville Insurance Co		10.00%)	72.07218
Ludgate Insurance Compa		6.75+)	
Mutual Reinsurance Compe Compagnie Suropeene d'Ar		10.20%)	
Industrielles		5.00%)	
Excess Insurance Company	y, Limited		1.8018%
			74,77486
		:	
		÷	
		<i>!</i>	
		· -	
		•	
		;	
		; -	
	•		
Notice is hereby given that the Underwriters		e purpose of paying the Fed	ieral Excise Tax 4% of the
remium payable hereon to the extent such p it is understood and agreed that in the event o	•		adamentaria prili dadicas 4 %
rom the amount of the return and the Assur			
Attached to and forming part of		A0066	of the
PARKAR P REARCA 1	phomas B. Sears, By:	INC.	

#### **ENDORSEMENT**

		•
		<b>D</b>
Endorsement N		-
	· .	

It is hereby understood and agreed that effective April 1, 1985, this Cover Note is amended to read as follows:

Risks or Hazards Covered: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$8,325,000 Part Of \$15,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$8,325,000 Part Of \$15,000,000 Ultimate Wet Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

Amounts or Limits Insured: \$8,325,000 Part Of \$15,000,000 as indicated above but only to pay the excess of:
1. \$5,000,000 Umbrella Coverage which in turn is in excess of:

- 2. a) Underlying Insurance as set forth in Cover Note No. SD8019 or b) \$100,000 Ultimate Net Loss in respect of each occurrence

Premium: \$832,500 (For 100% Hereon)

All other policy conditions remain unchanged.		\$ <b>6</b>
Attached to and forming part of	ANIOUS COMPANIES	
	THUMAS E. SEARS, IN	<b>C.</b>
THOMAS E. SEARS, Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET ECHTON, MASS. 02:16	* •	

#### **ENDORSEMENT**

Endorsement No. \_\_\_\_\_\_

b to become understand and assess that with added from the
t is hereby understood and agreed that with effect from the
nception date of this policy where the Named Assured has
nowledge as at or prior to the inception date of any annual
olicy period hereon with regard to any claims, situations or
ircumstances which have arisen and or occurred in the past or
hich may arise and or occur in the future with respect to
eepage, pollution and/or contamination from:
ashadat borrocken and of concessistation from

- (A) Any land and/or water site and/or facility owned, lessed and/or operated by the Assured and used for the disposal and/or dumping of industrial waste materials.
- (B) Any operation provided by and/or on behalf of the Assured for the disposal, dumping an/or removal of industrial waste materials.

this policy will not cover with respect to operations described in (A) and (B) above:

- (1) Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- (3) Pine, penalties, punitive or exemplary demages with respect to (1) and (2) above.
- (4) Any cost or expense associated with (1) (2) or (3) above.

All other policy conditions remain unchanged.		I
Attached to and forming part of	8D8020(C)/UQA0066	of the
	VARIOUS COMPANIESTHOMAS.E. SEARS, INC. BY:	
THORMS E. SEARS. Inc. JOHN MANCOCK TOWER 200 CLAREMOON STREET ROSTON, MASS. 22116		<u></u>

## THOMAS E.SEARS .INC.

TELEPHONE 617 424 1600 TELEX NUMBER 94-6635

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

-----

#### REVISED

Insurance Cover Note - No. :

SD8021(L)/UQA0067

Renewal Of:

8D7025(L)/UPA0090

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al

800 North Lindbergh Boulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$28,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$28,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$28,000,000 as indicated above but only to pay the excess of:

- .. 520,000,000 Umbrella Coverage which in turn is in excess of:
- 2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983

Both Days 12:01 A.M. Standard Time: PREMIUM: \$170,000 (For 1003 of Cover)

\$ 63,750 (For 37.58)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (les) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (les) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January 19 84

THOMAS E. SEARS, INC.

By .... Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than an tay written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty (60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes a Mount
Three Park Avenue, New York, New York 10017

and

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### **ENDORSEMENT**

Endorsement No. 2

April 1, 1983

NSURED:	MOMERY

MONSANTO COMPANY, ET AL

It is understood and agreed that 1.8.09899. of .37.50. % of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of SD8021(L)/UQA0G67 of the UNDERWRITERS AT LIGYD'S OF LONDON

THOMAS E SEARS, Inc.
John Mancock Tower
200 Clarendon Street
Boston, Mess. 02116

### **ENDORSEMENT**

		1	
Endorsement	No.		
Apr11	١,	1983	

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

Wil other bolich conditions iswell nucleusage.	
Attached to and forming part of	SD8021(L)/UQA0067 of the
	UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC.
THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 205 CLARENDOM STREET BOSTOM, MASS. GETTS	BY:

# THOMAS E-SEARS .INC.

TELEPHONE 517 444-600 TELEX NUMBER 94-3635

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENOON STREET **BOSTON. MASS. 02116** 

### REVISED

Insurance Cover Note – No. :

SD8021(C)/UQA0067

Renewal Of: SD7025(C)/UPA0090
This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

Monsanto Company, Et Al ASSURED:

800 North Lindbergh Roulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$28,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$28,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$28,000,000 as indicated above but only to pay the excess of:

- \$20,000,000 Umbrella Coverage which in turn is in excess of:
- (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - \$100,000 Ultimate Net Loss in respect of each occurrence

FROM: April 1, 1983 TO: April 1, 1984 PERIOD: Both Days 12:01 A.M. Standard Time

\$170,000 (For 100% of Cover)

\$ 63,750 (Por 37.50%

Subject to the conditions on the reverse side of this document and further subject to the following chauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this day of January 12th

THOMAS E. SEARS, INC.

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears. Inc. This cover note may also be cancelled with or without the return or tender of the uncarned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than anythays written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers bereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty (60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount
Three Park Avenue, New York, New York 10017

. and

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successors or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## **ENDORSEMENT**

Endorsement No
April 1, 1983

## MONSANTO COMPANY, ET AL

### INSURED:

percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

COMPANY		PROPORTION
New Hampshire Insurance Company		9.2470%
Gerling Global General & Reinsurance Co., Ltd	3.	13.21001
Lexington Insurance Company		9.2470%
Ancon Insurance Company (UK) Ltd.		5.28409
Compagnie d'Assurances Maritimes Aeriennes &	1	
Terrestres, Societe Anonyme	,	5.28409
Guardian Royal Exchange Assurance, Ltd.		2.64201
Sumitomo Marine & Fire Insurance Company, Ltd	1_	1.32104
Groupe Josi Compagnie Centrale d'Assurances	-	1.32104
The Bermuda Fire & Marine Insurance Co., Ltd.	•	5.28431
Brittany Insurance Limited	-	2.64178
Welbrook Insurance Company, Ltd.	24.73%)	
El Paso Insurance Company, Ltd.	10.750)	
Dart and Kraft Insurance Company, Ltd.	18.829)	
Louisville Insurance Company Ltd.	8.064)	
Ludgate Insurance Company, Ltd.	6.45%)	26.4200%
The Bermuda Fire & Marine Insurance Co., Ltd.		201.1200
"Winterthur" Schweiserische Versicherungs-		
Gesellachaft	10.75%)	
Mutual Reinsurance Company, Ltd.	9.68%)	
Compagnie Europeene d'Assurances	31000,	
Industrielles S.A.	2.15%)	
	401347	81.90205
U. S. PEDERAL EXCISE TAX S. 7/7.52	į.	01170201
The premium hersen is subject to U. S. Federal		
Excise Tax se indicated above and vill be paid by us		
to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1966, or any	1	
emendments therein.		

## 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4 % from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ...... SDS021(C)/UQA0067 ..... of the

VARIOUS COMPANIES THOMAS E. SEARS, INC.

THOMAS E. SEARS, Inc. John Hancock Tower 200 Clarendon Street Boston, Mass. 02116

# **ENDORSEMENT**

		1	
Endorsemen	it No.		_
April	١,	1983	

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.		
Attached to and forming part of	SD8021(C)/UQA0067	· · · · · · · · · · · · · · · · · · ·
	VARIOUS COMPANIES	
	THOMAS E. SEARS, INC.	••••••••••••••••••
	BY:	
THOMAS E. SEARS. Inc. JOHN HANGOGK TOWER 200 CLARENDON STREET BOSTON. MASS. 02116		

# THOMAS E · SEARS · INC ·

TELEX NUMBER 94-0635

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET **BOSTON, MASS, 02116** 

#### REVISED

Insurance Cover Note - No. :

SD8022(L)/UQA0068

Renewal Of:

FD7026(L)/UPA0092

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

Monsanto Company, Ft Al ASSURED:

800 North Lindbergh Poulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$10,000,000 Ultimate Met Loss each occurrence subject to an arnual agoregate of \$10,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

\$10,000,000 as indicated above but only to pay the AMOUNTS OR LIMITS INSURED: excess of:

- \$48,000,000 Umbrella Coverage which in turn is in excess of:
- (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - (h) \$100,000 Ultimate Net Loss in respect of each occurrence

TO: April 1, 1984 PERIOD: FROM: April 1, 1983 1, 1983 Both Days 12:01 A.M. Standard Time PREMIUM: \$ 45,000 (For 100% of COVEY) \$ 36,000 (For 90% Fereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January

THOMAS E. SEARS, INC.

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than tanglays written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers bereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty (60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount
Three Park Avenue, New York, New York; 10017

and

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

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## ENDORSEMENT

Endorsement No.	3
ENGGISHMENT 170.	

It is hereby understood and agreed that the Risks or Hazards Covered Section of this Cover Note is amended to read as follows:

"Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$10,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$10,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease."

All other policy conditions remain unchanged.	•
Attached to and forming part of	SD8022(L)/UQA0068 of the
	UNDERWRITERS AT LLOYD'S OF LONDON. THOMAS E. SEARS, INC.
THOMAS E. SEARS. INC. JOHN HANCOCK TOWER 200 CLAMENDON STREET SOSTON, MASS. 02116	BY:

FN	DO	R	III I	ME	NT
E11	$\boldsymbol{\mu}$	n		VI C	11 1

Endorsement No. 2.
April 1, 1983

INSURED:

MONSANTO COMPANY, ET AL

Attached to and forming part of SD\$022(L)/UQA0068 of the UNDERWRITERS AT LLCYD'S OF LONDON

THOMAS E. SEARS, Inc.
John Hancock Tower 200 Clarendon Street Boaton, Mass. 02118

# ENDORSEMENT

		4
Endorsement	i No.	
April	1,	1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.	
Attached to and forming part of	SD8022(L)/UQA0068 of the
THOMAS E. SEARS, Inc. JOHN MANCOCK TOWER 200 CLARSHOON STREET BOSTON MASS 69116	UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC. BY:

# THOMAS E · SEARS · INC ·

TELEPHONE 617 424-1600 TELEX NUMBER 94-0635

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

#### PEVISED

Insurance Cover Note - No. :

SD8022(C)/UQA0068

Renewal Of: SD7026(C)/UPA0092

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England,

ASSURED: Monsanto Company, Et Al

800 North Lindbergh Boulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$10,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$10,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$10,000,000 as indicated above but only to pay the excess of:

- \$48,000,000 Umbrella Coverage which in turn is in excess of:
- (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983 TO: April 1, 1984 Both Days 12:01 A.M. Standard Time PREMIUM: \$ 45,000 (For 100% of

Cover)

\$ 36,000 (For 809 Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (iss) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this day of January 12th 19 84

THOMAS E. SEARS, INC.

By . . . . . . . . . . . Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than tendance with notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (If not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty (60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT
THREE PARK AVENUE, NEW YORK, NEW YORKS 1995

10017

. and

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

### **ENDORSEMENT**

	3	
Endorsement No.		

It is hereby understood and agreed that the Risks or Hazards Covered Section of this Cover Note is amended to read as follows:

\*Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$10,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$10,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease."

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	SD8022(C)/UQA0068	
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Wilschild id Sud Islaming best of		

VARIOUS COMPANIES

THOMAS E. SEARS, INC. BY: 

THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER DE CLARENDON STREET BOSTON, MASS, 02116

Att other policy conditions remain unchanged.

## **ENDORSEMENT**

Endorsement No		2	· · · · ·
April	1,	1983	

# INSURED:

# MONSANTO COMPANY, ET AL

COMPANY		PROPORTION
CNA Feinsurance of London, Ltd.	-	18.40498
British Mational Life Insurance Society, Lt	d.	9.2025
Turegum Insurance Companyy		9.2025%
Sovereign "arine & General Insurance Compan	y, Ltd.	24.5399
Ancon Insurance Company (UK) Ltd.		2.4540
The Yasuca Fire & Marine Insurance Company,		2.45403
Sumitomo Marine & Fire Insurance Company, L	itd.	2.4540%
Groupe Josi Compagnie Centrale d'Assurances	,	1.2270
The Bermuda Fire & Marine Insurance Co., Lt	d.	3.2722
Brittany Insurance Limited	•	1.6358
Walbrook Insurance Company	24.73%)	
El Paso Insurance Company	10.75%)	
Dart and Kraft Insurance Company Limited	18.02%)	
Louisville Insurance Company	8.06%)	14.72334
Ludgate Insurance Company, Ltd.	ó.45%)	
The Bermuda Fire & Marine Insurance Co., Lt		
"Winterthur" Schweizerische Versicherungs-		
Gesellschaft	10.75%)	
Mutual Reinsurance Company, Ltd.	9.684)	
Compagnie Europeene d'Assurances Industriel		
The second of th	201 211047	19.57064

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of ,	- SDE022(C)/UCAU068 - of the
THOMAS E. SEARS, Inc. John Hancock Tower 200 Clarendon Street Boston, Mass. 02116	VARIOUS COMPANIES THOMAS E. SEARS, INC. BY:

## ENDORSEMENT

		1	
Endorsemen	it Ma.		
April	1,	1983	

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.	
Attached to and forming part of	SD8022(C)/UQA0068 of the
	VARIOUS COMPANIES THOMAS E. BEARS, INC.
	BY:
THOMAS E. SEARS. INC. JOHN MANCOCK TOWER ZOR CLARENDOM STREET ROSTOM MARK SELIS	

# THOMAS E. SEARS .INC.

TELEX YOUNGER 44 6 P

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116

## **FEVISED**

Insurance Cover Note - No. : SD8023(L)/UQA0069

Renewal Of: SD7027(L)/UPA0094

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

Monsanto Company, Ft A1 ASSURED:

800 North Lindbergh Boulevard

St. Louis, MO 63156

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$22,000,000 Ultimate Net Loss each occurrence subject to an annual sqqreqate of \$22,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

\$22,000,000 as indicated above but only to pay the AMOUNTS OR LIMITS INSURED: excess of:

- \$58,000,000 Umbrella Coverage which in turn is in excess of:
- (a) Underlying Insurance as set forth in Cover Note No. SP8019 cr
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

TO: April 1, 1984 FROM: April 1, 1983 PERIOD:

Both Days 12:01 A.M. Standard Time

PREMIUM: \$ 55,000 (For 100% of

COVET) \$ 20,000 (For 36.36369

Fereon)
Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

12th

day of January <sup>19</sup> 84

THOMAS E. SEARS, INC.

By ...

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears. Inc. This cover note may also be cancelled with or without the return or tender of the uncarned premium by the Insurers or by Thomas E. Sears. Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than typedays written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

### SERVICE OF SUIT CLAUSE (U.S.A.)

\*Sixty (60)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount
Three Park Avenue, New York, New Yorkx

10017

and

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

# ENDORSEMENT

		3	
Endorsement N	lo.		

It is hereby understood and agreed that the Risks or Hazards Covered Section of this Cover Note is amended to read as follows:

"Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$22,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$22,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease."

All other policy conditions remain unchanged.

Attached to and forming part of SD8023(L)/UQA0069

UNDERWRITERS AT LLOYD\*S OF LONDON THOMAS E. SEARS; INC.

THOMAS E. SEARS; INC.

BY:

BY:

BOSTON, MARS, 02116

# **ENDORSEMENT**

Endorsement No. 2

April 1, 1983

INSURED:

MONSANTO COMPANY, ET AL

Attached to and forming part of ...... SD8023(L)/UQAG069 ...... of the

THOMAS E. SEARS, Inc. John Hancock Tower 200 Clarendon Street Boston, Mass. 02115

THOMAS E. SEARS, INC.

# ENDORSEMENT

		1	
Endorsement	No.		
April	١,	1983	

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of

UNDERPRITERS AT LLOYD'S OF LONDON
THOMAS E. SEARS, INC.

BY:

THOMAS E. BEARE. INC.

BY:

THOMAS E. BEARE. INC.

BY:

# THOMAS E · SEARS · INC ·

TELEN YEAR HER IN .

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

## PFYISED

Insurance Cover Note – No. :

SD8023(C)/UQA0069

Renewal Of:

SD7027(C)/UPA0094

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London. England.

Monsanto Company, Et Al ASSURED:

800 Morth Lindbergh Poulevard

St. Louis, NC 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Forkers Compensation and Excess Fidelity. This Insurance is to comey on to an amount of \$22,000,000 Ultimate Net Loss each occurrence subject to an annual addresate of \$22,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Indury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$22,000,000 as indicated above but only to pay the

- \$58,000,000 Umbrella Coverage which in turn is in excess of:
- (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - \$100,000 Ultimate Net Loss in respect of each occurrence

FROM: PERIOD: TO: April 1, 1984 April 1, 1983

Roth Days 12:01 A.M. Standard Time PREMICM: 5 55,000 (For 100% of

Cover) \$ 20,000 (For 35.3636%

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (les) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

12th

day of January

THOMAS E. SEARS, INC.

B٧

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears. Inc. This cover note may also be cancelled with or without the return or tender of the uncarried premium by the Insurers or by Thomas E. Sears. Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than Malays written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein for proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears. Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be pavable in United States currency unless otherwise stated.

\*Sixty (60)

### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount
Three Park Avenue, New York, New York 10017

. and

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## ENDORSEMENT

		3
Endorsement I	YO.	

It is hereby understood and agreed that the Risks or Hazards Covered Section of this Cover Note is amended to read as follows:

"Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$22,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$22,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease."

All other policy conditions remain unchanged.

SD8023(C)/UQA0069

of the

VARIOUS COMPANIES
THOMAS E. SEARS, INC.
BY:

THOMAS E, SEARS, Inc.
JOHN MANCOCH TOWER
205 CLARENDON STREET
SCIETON, MASS, 02116

MONS 158157

### **ENDORSEMENT**

,				
Endorsement	No.		 	
_		_		_

Foril 1, 1943

## INSURED:

MONSANTO COMPANY, MY AL

COMPANY			PROPORTION
New Pancshire Insurance Country			77,75276
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Contract the same was the many			40.27414
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Societe Anonyme			4.65189
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El Paso Insurance Company, Ltd.	10.	75t)	
Dart and Kraft Insurance Company, Ltd.	12.	82 <b>%</b> )	18.5066 :
Louisville Insurance Company	8.	(168)	
Ludgate Insurance Company, Ltd.	6.	45%)	
Bermuda Fire & Farine Insurance Company, Ltd.	27 👢	515)	
""interchar" Souveizeried a Versicherungs			
Gesellschaft	10.	775)	
Mutual Reinsurance Company, Ltd.	3.	58*)	
Compangnie Europeene d'Assurances			
Industrielles S.A.	2.	15%)	
			27.32437
U. S. FEDERAL EXCISE TAX S			
Exercit The as indicated above and will be paid by us			
to the Collector of Internal Governue in accordance	į		
with the regulation dated January 1, 1966, or any amandusouts thereto.	•		
Elitablishments and and			

4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

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THOMAS & SEASS Inc.	THOMAS E. SEARS, INC.	
THOMAS E. SEARS, Inc. John Hancock Tower	3 <b>Y:</b>	
200 Clarendon Street Boston, Mass. 02116	MONE 150150	

## ENDORSEMENT

		1	!
Endorsement	No.		
April	١,	1983	

CONTRIBUTION anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Mote No. SP8019 of Various Companies

All other policy conditions remain unchanged. SD8C23(C)/UQA0069 of the 

VARIOUS COMPANIES THOMAS P. SEARS, INC.

THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 200 CLAMENDON STREET BOSTON, MASS. 02118

# THOMAS E · SEARS · INC.

TELEPHONE 617 424 160 TELEX NUMBER 94-0635

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116

### PEVISED

Insurance Cover Note - No. :

Note - No.: sp8024(c)/uqa0070 Renewal Of: SD7028(c)/UPA0096

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al 800 North Lindbergh Boulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$20,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$20,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$20,000,000 as indicated above but only to pay the excess of:

- .. \$80,000,000 Umbrella Coverage which in turn is in excess of:
- 2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - (h) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983 TO: April 1, 1984

Both Days 12:01 A.M. Standard Time

PREMIUM: \$ 44,000 (For 100% of

Cover)

\$ 24,200 (For 55% Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January 19 84

THOMAS E. SEARS, INC.

By Authorized

illimmediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than tagglays written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty (60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes a Mount
Three Park Avenue, New York, New Yorkstones: 10017

, and

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

# ENDORSEMENT

Endorsement	No.	1	<del> </del>
April	1.	1983	

NOTWITESTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.			
Attached to and forming part of	SD8024(C)/UQA0070		of the
	VARIOUS COMPANIES		
	THOMAS E. SEARS, INC.		
THOMAS E. SEARS. INS. JOHN MANCOCH TOWER 208 CLAMENDON STREET BOSTON, MASS. 02116	BA:		
505 (ON, M-45. 52.115		MONS	158206

#### **ENDORSEMENT**

Endorsement No		2	
:			
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MONSARTO COMPANY, OF AL

### INSURED:

COMPANY		PROPORTION
Sovereign Marine & General Insurance Company,	Ltd.	27.27278
New Hampshire Insurance Company	Dec.	31.91828
British National Life Insurance Society, Ltd. Compagnie d'Assurances Maritimes Aeriennes &	1	4.5455%
Terrestres, Societe Anonyme		1.81829
Ancon Insurance Company (UR) Ltd.	i	7.7273
Zurich Insurance Company		18.18184
Sovereign Marine & General Insurance Company,	Ltć.	9.09093
Sovereign Marine & General Insurance Company,	Ltd	4.54541

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

John Hancock Tower 200 Clarendon Street Boston, Mass. 02116

### ENDORSEMENT

r		3
Endorsement !	Na.	

It is hereby understood and agreed that the Risks or Razards Covered Section of this Cover Note is amended to read as follows:

"Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$20,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$20,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease."

# THOMAS E.SEARS .INC.

TELEX NUMBER 34-0635

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116

#### REVISED

Insurance Cover Note - No. :

SD8025(L)/UQA0071

Renewal Of:

SD7029(L)/UPA0098

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

Monsanto Company, Et Al

800 North Lindbergh Boulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$40,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$40,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

\$40,000,000 as indicated above but only to pay the AMOUNTS OR LIMITS INSURED: excess of:

- \$100,000,000 Umbrella Coverage which in turn is in excess of:
- (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - \$100,000 Ultimate Net Loss in respect of each occurrence (b)

FROM: April 1, 1983 PERIOD: TO: April 1, 1984

Both Days 12:01 A.M. Standard Time

PREMIUM: \$ 67,500 (For 100% of

Cover)

\$ 15,187.50 (For 22.5%

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (les) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this day of January 19 84 12+h

THOMAS E. SEARS, INC.

Bv . . . . i . . . . . Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears. Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears. Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less that the tender of the return notice stating when cancellation shall be effective, and in such case the Insurers shall refund the pain premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears. Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty (60)

### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT
THREE PARK AVENUE, NEW YORK, NEW YORK, 1995.

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, and

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## ENDORSEMENT

	3
Endorsement No.	

It is hereby understood and agreed that the Risks or Hazards Covered Section of this Cover Note is amended to read as follows:

"Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$40,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$40,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease."

All other policy conditions remain unchanged.

Attached to and forming part of SD8025(L)/UQA0071 of the

UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC. BY:

THOMAS E. SEARS. INC. JOHN MANCOCK TOWER 206 CLARENDON STREET BOSTON. MASS. 02116

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Endorsement No. 2

INSURED:

MONSANTO COMPANY, ET AL

Attached to and forming part of SD8025 (E) / UQR0071 of the UNDERFRITERS AT LLOYD\*S OF LONDON

THOMAS E. SEARS, inc.
John Hancack Tower 200 Clarendon Street Boston, Mass. 02118

## **ENDORSEMENT**

	•
Endorsement No.	
April 1,	1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.

Attached to and forming part of

UNDERWRITERS AT LLOYD'S OF LONDON

THOMAS E. SEARS, INC.

BY:

THOMAS E. BEARS. INC.

BY:

SOS CLARENDON STREET
BOSTON. MASS. 02116

# THOMAS E · SEARS · INC ·

TELEPHONE 611 apaired TELEX NUMBER 94-3635

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

#### REVISED

Insurance Cover Note - No.: SD8025(C)/UQA0071
Renewal Of: SD7029(C)/UFA0098

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al 800 North Lindbergh Boulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$40,000,000 Ultimate Met Loss each occurrence subject to an annual aggregate of \$40,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$40,000,000 as indicated above but only to pay the excess of:

- 1. \$100,000,000 Umbrella Coverage which in turn is in excess of:
- 2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983 TO: April 1, 1984

Both Days 12:01 A.M. Standard Time

PREMIUM: \$ 67,500 (For 100% of

:\$ 67,5 (Cover

\$ 15,187.50 (For 22.5%

Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

12th

day of January

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THOMAS E. SEARS, INC.

y .

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than assured or the return notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty (60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT
THREE PARK AVENUE, NEW YORK, NEW YORKS 1985

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. and

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

# THOMAS E.SEARS .INC.

TELEPHONE 611 424-1-00 TELEX NUMBER 94-0635

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

Insurance Cover Note - No. :

RENEWAL OF

SD8025(C)/UQA0071 SD7029(C)/UPA0098

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

MONSANTO COMPANY, ET AL 800 NORTH LINDBERGH BOULEVARD ST. LOUIS, MISSOURI 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$40,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$40,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$40,000,000 as indicated above but only to pay the excess of: 1. \$100,000,000 Umbrella Coverage which in turn is in excess of:

- 2. a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1963 Both Days 12:01 A.M. Standard Time TO: April 1, 1986

PREMIUM:

\$ 67,500 (For 100% of Cover) \$ 15,187.50 (For 22.5% Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

26th day of April

19 83

THOMAS E. SEARS, INC.

Ву . . . . . . . .

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

CONFIDENTIAL BUSINESS INFORMATION

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured by sending to the Assured's by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed appon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### ENDORSEMENT

:		3	
Endorsement	No		

It is hereby understood and agreed that the Risks or Hazards Covered Section of this Cover Note is amended to read as follows:

"Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$40,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$40,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease."

All other policy conditions remain unchanged.

SD8025(C)/UQA0071

Attached to and forming part of

VARIOUS COMPANIES
THOMAS E. SEARS, INC.

THOMAS E, SEARS, Inc. JOHN HANCOCK TOWER 208 CLARENDON STREET BOSTON, MASS, 02116

MONS 158236

BY:

# **ENDORSEMENT**

		Engorsement No	• • • • • • • • • • • • • • • • • • • •
		Acril	1, 1983
INSURED:	MONSANTO COMPANY,	ST AL	
It is understood and agreed that in the Cover Note to which this endorse percentage indicated below and each C	ement is attached is underwritten b	y the following Compani	es each for its proportion or
COMPANY			PROPORTION
CNA Reinsurance of Lo British National Life Folksam International Royale Belge Incendie Walbrook Insurance Co El Paso Insurance Con Dart and Kraft Insura Louisville Insurance Ludgate Insurance Con Bermuda Fire & Marine "Winterthur" Schweize Gesellschaft	Insurance Society, Insurance Co., Ltd e-Reassurance, Socie ompany, Ltd. apany, Ltd. ance Company, Ltd. Company, Ltd. apany, Ltd. Insurance Co., Ltd	1. Pty Anonyme 24.73%) 10.75%) 18.82%) 8.06%) 6.45%)	14.28579 8.92869 3.57149 14.28579
Mutual Reinsurance Co Compagnie Europeene d Industrielles, S.A Sovereign Marine & Ge Zurich Insurance Comp	l'Assurances L. eneral Insurance Com	9.68%) 2.15%)	17.85712 17.85719 57.50003
U. S. FEDERAL EXCISE TAX S The promium hereon is subj Excise Tax so indicated chare to the Collector of Internal R with the regulation detect Jam emendments thards.	apt to u. k. recerts and will be paid by us browns in assertiones		
	4% TAX CLAUSE	***	
Notice is hereby given that the Underwi premium payable hereon to the extent s	riters have agreed to allow for the puch premium is subject to Federal	purpose of paying the Fed Excise Tax.	leral Excise Tax 4% of the
It is understood and agreed that in the ev from the amount of the return and the	vent of any return of premium become Assured or his agent should take st	ning due hereunder the Un	nderwriters will deduct 4% on the U.S. Government.
Attached to and forming part of			
THOMAS E. SEARS, Inc. John Harcock Tower 200 Clarendon Street Boston, Mass. 02116	THOMAS E. SEARS,	INC.	
availed to the same same same same same same same sam		MONS	158237

CONFIDENTIAL BUSINESS INFORMATION

## **ENDORSEMENT**

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Endorsemuni	No.	
April	1.	1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.		:
Attached to and forming part of	SD8025(C)/UQA0071	
Attached to and forming part of		
	VARIOUS COMPANIES	
	THOMAS E. SEARS, INC.	
	BY:	
THOMAS E. SEARS, Inc. JOHN HANCOCK TOWER		
200 CLARENDON STREET		
BOSTON, MASS. 02116		}

BUSTON, MASS. 02116

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#### **PFVISED**

Insurance Cover Note - No.: SD8026(L)/UQA0072

Renewal Of: SD7030(L)/UPA0100

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al 800 North Lindbergh Boulevard St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$105,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$105,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$105,000,000 as indicated above but only to pay the excess of:

- . \$140,000,000 Umbrella Coverage which in turn is in excess of:
- 2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983 TO: April 1, 1984
Both Days 12:01 A.M. Standard Time

PREMIUM: \$105,000 (For 100% of

Cover) \$ 6,500 (Por 6.1905%

\$ 6,500 (Por 6.1905) Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 12th day of January 19 84

THOMAS E. SEARS, INC.

By Authorized

(Immediate notice must be given THOMAS £. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than to the assured in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty (60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount
Three Park Avenue, New York, New York XIDEXX 10017

and

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

# **ENDORSEMENT**

Endorsement N	. 3	

It is hereby understood and agreed that the Risks or Hazards Covered Section of this Cover Note is amended to read as follows:

"Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$105,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$105,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease."

All other policy conditions remain unchanged.	
Attached to and forming part of	SD8026(L)/UQA0072 of the
	UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC.
THOMAS E. SEARS. HE. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON MASS 02116	BX:

# **ENDORSEMENT**

April 1, 1983

## INSURED:

MONSANTO COMPANY, ET AL

Attached to and forming part of	SD8026(L)/UQA0072	of the
	UNDERWRITERS AT LLOYD'S OF LONDON	
THOMAS E. SEARS, inc. John Mancock Tower 200 Clarendon Street Boston, Mass. 02116	THOMAS E. SEARS, INC.	

## **ENDORSEMENT**

		1	
Endorsemen	t No.		
April	1,	1983	

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

Attached to and forming part of SD8026(L)/UQA0072 of the UNDERWRITERS AT LLQYD'S OF LONDON THOMAS E. SEARS, INC.

THOMAS E. SEARS. INC.

BY;

200 CLARENDON STREET 908TON. MASS. 02116

# THOMAS E.SEARS INC.

TELEPHONE 617 424 1600 TELEX NUMBER 349635

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116

#### REVISED

Insurance Cover Note - No.:

Note—No.: SD8026(C)/UQA0072 Renewal Cf: SD7030(C)/UPA0100

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

Monsanto Company, Et Al 800 North Lindbergh Boulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Pidelity. This Insurance is to cover up to an amount of \$105,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$105,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$105,000,000 as indicated above but only to pay the excess of:

- . \$140,600,000 Umbrella Coverage which in turn is in excess of:
- 2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1983

TO: April 1, 1984

Both Days 12:01 A.M. Standard Time

PREMIUM: \$105,000 (For 100% of

Cover)

\$ 6,500 (For 6.1905%

Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

12th

day of January

19 84

THOMAS E. SEARS, INC.

By

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears. Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears. Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than yearlays written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*Sixty (60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount
Three Park Avenue, New York, New York 10017

and

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters bereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in ans action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

# **ENDORSEMENT**

		3	
Endorsement N	łe.		

It is hereby understood and agreed that the Risks or Hazards Covered Section of this Cover Note is amended to read as follows:

"Broad Form Umbrella Liability Insurance including Excess Workers Compensation but excluding Excess Fidelity. This Insurance is to cover up to an amount of \$105,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$105,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease."

All other policy conditions remain unchanged.	
	SD8026(C)/UQA0072
Attached to and forming part of	
	VARIOUS COMPANIES -
	TROMAS E. SEARS; INC.
	BY:
THOMAS E. SEARS. Inc.	
JOHN HANCOCK TOWER 200 CLARENDON STREET	
908TON, MASS, 02116	

# **ENDORSEMENT**

		Endorsement No	<b>. 2</b>
		April	1, 1933
INSURED:	MONSANTO COMPANY, E	T AL	
It is understood and agreed that	ent is attached is underwritten by the	e following Companies	each for its proportion or
COMPANY			PROPORTION
Turegum Insurance Commartish Mational Life Permuda Fire & Marine Brittany Insurance, Lt Murich Insurance Compagarling Clobal General	Insurance Society, L. Insurance Company, L. d. d.	tđ.	7.0755% 7.0755% 4.9531% 2.4762% 47.1698% 18.8679% E7.3130%
U. S. FEDERAL EXCIDE TAX 5 The premium hereon is subject Excise Tex as indicated above an to the Collector of Internal Rev with the regulation dated Januarendments thereto.	t to U. S. Fadhra: d will be paid by us enue in accordance		
Notice is hereby given that the Underwrite premium payable hereon to the extent suc. It is understood and agreed that in the even from the amount of the return and the As Attached to and froming part of	th premium is subject to Federal Exci at of any return of premium becoming sured or his agent should take steps to	se Tax. due hereunder the Unco recover the Tax from	lerwriters will deduct 4% in the U.S. Government.
Attached to and forming part of	·····¬\$₽8₽46(С)УБДМАЛ72	*	or the
	VARIOUS COMPANIES THOMAS E. SEARS, INC		************
THOMAS E. SEARS, Inc. John Hancock Tower John Clarendon Street Boston, Mass. 02116	BY:		

## ENDORSEMENT

	T
Endorsement Na.	
April 1,	1983

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability) as are contained in or as may be added to the first layer of Cover Note No. SD8019 of Various Companies

All other policy conditions remain unchanged.	
Attached to and forming part of	SD8026(C)/UQA0072 of the
and the second s	VARIOUS COMPANIES THOMAS E. SEARS, INC.
THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 200 CLARENOON STREET BOSTON, MASS. 02118	BY: